



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking)

**(BIDDING DOCUMENT NO.: APL/C&P/MKTG/2022-2023/034)**

**BIDDING  
DOCUMENT FOR  
“HIRING OF SERVICES FOR TRANSPORTATION OF  
METHANOL & FORMALIN FROM APL, NAMRUP &  
RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY  
FOR A PERIOD OF 02 YEARS**

**FOR**

***500 TPD NEW METHANOL PLANT & EXISITING CAPACITY OF 100 TPD  
METHANOL & 149 TPD FORMALIN PLANT OF ASSAM PETRO-  
CHEMICALS LIMITED AT NAMRUP & ITS UNITS***

***Contracts & Purchase Department***

***Head Office & Factory Site:***

**Assam Petro-Chemicals Ltd., Namrup, P.O. Parbatpur,**

**District: Dibrugarh, Assam-786623**

**Phone: (0374) 2500331/2500246/2500518,**

**Fax: (0374) 2500231**

**Email: [contract@assampetrochemicals.co.in](mailto:contract@assampetrochemicals.co.in)**

**[www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)**

**ASSAM PETRO-CHEMICALS LIMITED**(A Government of Assam Undertaking) An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6**NOTICE INVITING TENDER (NIT)****For Hiring of services for Transportation of Methanol & Formalin from APL, Namrup & Raninagar to Various Zones across the Country for a period of 2(Two) years****BIDDING DOCUMENT NO.:APL/C&P/Mktg/2022-23/034**  
**DOMESTIC COMPETITIVE BIDDING****E-TENDER DOCUMENT (Through e-MODE)**

Assam Petro-chemicals Limited (APL) invites e-bids from eligible bidders for the following Works:

Description	NIT and Bidding Document on Website	Last Date & Time for online submission of Bid
<b>For Transportation of Methanol &amp; Formalin from APL, Namrup &amp; Raninagar to Various Zones across the Country for a period of 2(Two) years</b>	<b>From 11.05.2022 to 30.05.2022</b>	<b>30.05.2022 Up to 02:00 P.M</b>

APL invites sealed tenders for the following job as per the details below:

<b>Type of BID</b>	<b>OPEN TENDER</b>
<b>Bidding type</b>	<b>SINGLE STAGE TWO BID</b>

**TENDER TIME SCHEDULE**

Sl.No.	Stage	Start Date & Time		End Date & Time	
01	E-tender Publishing	11.05.2022	11:00 AM	-	---
02	Bid Download	11.05.2022	11:00 AM	30.05.2022	2:00 P.M
03	Pre Bid Meeting	20.05.2022	10:00 AM	In the Conference Hall of Assam Petro Chemicals Ltd. P.O. Parbatpur, Namrup. Can Participate either in person or Meeting through virtual Zoom App Zoom meeting link details will be hosted in websites.	
03	Bid Submission	11.05.2022	11:00 AM	30.05.2022	2:00 P.M
04	Techno Commercial online Un-priced Bid Opening	31.05.2022	3:00 PM		

For detailed NIT and bidding document, visit Assam Govt. Tender Portal website <https://assamtenders.gov.in/nicgep/app> or APL's website [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)

All revisions, clarifications, corrigendum, addendum, time extensions etc., to the bidding document shall be hosted in above websites only and shall not be published in newspaper(s). Bidders should regularly visit the above websites to keep themselves updated.

## IMPORTANT INSTRUCTIONS

**E-Tender No. APL/C&P/Mktg/2022-23/034**

### FREQUENTLY ASKED QUESTIONS (FAQ)

#### [QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by APL?	Yes, please visit APL's website: <a href="http://www.assampetrochemicals.co.in">http://www.assampetrochemicals.co.in</a> ; and also visit Assam Government procurement portal website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted <b>only through e-tender mode</b> in the <b>e-TENDER PORTAL</b> in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. <b>The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp.</b> MSMEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) <b>There is no exemption in submission of SD (Security Deposit).</b>
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Whether Late bid can be considered?	No



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9	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
10	Is BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
11	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
12	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criterion of tender depending upon the job requirement.
13	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC are not permitted after opening of the bids.

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- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with Un-priced SOR of section-VIII to be uploaded in technical folder and priced offer to be uploaded in Financial folder. (for details may refer instructions for participation in e-tender)



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## **SECTION-I**

# **INVITATION FOR BIDS [IFB]**

## **SECTION – I**



# INVITATION FOR BIDS [IFB]

To,  
**PROSPECTIVE BIDDERS**

**SUB: E-TENDER DOCUMENT FOR “HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS” UNDER DOMESTIC COMPETITIVE BIDDING PROCESS.**

**E-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**1.0** M/s. Assam Petro-chemicals Limited (A Government of Assam Undertaking), Namrup, Dibrugarh Dist Assam, which is a natural gas based petrochemical industry with a grass root Methanol Plant of installed capacity 33,000 Tonnes per annum and downstream Formalin plant of installed capacity 41,250 Tonnes per annum. The company is setting up a new natural gas based 500 TPD Methanol Plant of capacity 165000 Tonnes per annum .The company has all its manufacturing facilities at Namrup, Assam, invites e- bids from eligible bidders for the subject job / works under single stage two bid system, in complete accordance with the following details and enclosed Tender Documents.

**2.0 BRIEF SCOPE OF WORK:**

The Brief Scope of Work shall include but not limited to the following: (Detailed scope of work Discipline-wise shall be specified in Bidding Document.

- a) Transportation of Methanol & Formalin in suitable Non-Insulated Steel tankers from APL, Namrup supply to various locations across India and neighboring Countries such as Nepal, Bhutan & Bangladesh
- b) The Tankers deployed shall be certified fit by competent Authorities for transportation of Methanol /Formalin. The Tankers should be exclusively used for Methanol and Formalin only.
- c) All the tankers in the service should be painted with HAZCHEM marks for Methanol / Formalin and the same shall be checked at the time of loading.

**3.0. SALIENT FEATURES OF BIDDING DOCUMENT:**

SALIENT FEATURES OF BIDDING DOCUMENT:			
A	PERIOD OF CONTRACT/DELIVERY SCHEDULE/ PERIOD	The contract period shall be 02 (Two) Years. However, the contract period shall be reckoned from the date of 1st intimation by APL for deployment of vehicle. The latest date of intimation (For 1st instance / Intimation) by APL for deployment of Vehicle will be within 01 Month from the date of LOA/WO	
B	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	
		<b>Zone</b>	<b>EMD Value in Rs</b>
		NE-1	1,73,400/-
		NE-2	51,000/-
		East (Destinations originating from Raninagar)	1,27,512/-
		North-1	16,00,000/-
		North-2	16,00,000/-



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C)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> OR APL's website <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>
D)	Bid Download and Submission made available for the Bidder on the above website for the period	11/05/2022 to 30/05/2022
E)	Last Date and time for submission of Online Bids (DUE DATE)	Up to <b>2:00 P.M (IST) on 30.05.2022, only at</b> Government of Assam Public Procurement Portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
F)	Place of Submission of 1 set of Original authenticated Un-price Bid (Hard Copy) and EMD	<b>DGM (C&amp;P)</b> <b>Assam Petro-chemicals Limited</b> <b>P.O. Parbatpur, Namrup</b> <b>Dist. Dibrugarh, Pin – 786623, Assam (India) Tel - +91 374 2500331</b>
G)	Online opening of Techno-Commercial Un-priced Bid.	<b>3:00 PM (IST) on 31.05.2022</b>
H)	Contact Person with details for any clarifications	<b>Mr. Nava Bikash Borah, DGM(Contract &amp; Purchase)</b> Mob : +91 9435139178 Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>  <b>Mr. R.L. Narasimham, DGM (Marketing)</b> Assam Petro-chemicals Limited, P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Mob. No. +91-8309363129 Email – <a href="mailto:rlnapl@assampetrochemicals.co.in">rlnapl@assampetrochemicals.co.in</a>
I)	Bid Validity upto	<b>180 days</b> from the DUE DATE or EXTENDED DUE DATE Of opening of Techno-Commercial / Un-priced Bid
J)	Tender Processing Fee	<b>Rs.1000/- +18% GST</b> only in online mode by <b>Netbanking/RTGS/NEFT</b> . Scan copy of Tender Fee document to be attached along with Bid and the hard copy of the same has to reach DGM(C&P) Office within 10 (ten) days from the date of opening of Bid. Tender Fee is not refundable.
K)	Pre-Bid Meeting Date & Place	<b>10:00 A.M (IST) on 20/05/2022 (*) can participate either in person or through virtual zoom meeting app. Zoom link details will be hosted in websites later.</b> <b>Assam Petro-Chemicals Limited, Namrup. P.O- Parbatpur.</b> <b>Dist. Dibrugarh, Pin-786623, Assam. 0374-2500331/246/518</b>
L)	Online Opening of Priced Bids Techno Commercially acceptable Bidders	Date & Time to be intimated later on to the qualified & acceptable bidders.

Note: If dates identified as (\*) above happen to be declared as holiday in APL, Namrup, the next working day shall be considered.

- Bids must be submitted strictly in accordance with Clause No. 16 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e- TENDER**. The IFB is an integral and inseparable part of the bidding document.



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5. Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
6. Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from Assam Government procurement portal website **<https://assamtenders.gov.in/nicgep/app>** and submit their Bid complete in all respects as per terms & conditions of Tender Document on or before the due date of bid submission in e-mode.
7. Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received in e-mode through Assam Government procurement portal website **<https://assamtenders.gov.in/nicgep/app>** from the bidder(s) by downloading tender document from APL's web site **<https://assampetrochemicals.co.in>** and Assam Government Website **<https://assamtenders.gov.in/nicgep/app>** shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
8. All revisions, amendments, time extensions, clarification(s)/Corrigendum(s) if any to the NIT/Bidding document shall be uploaded in the referred websites only and shall not be published in News Papers. Bidders should regularly visit the above website(s) to keep themselves updated and submit their Bids based on latest information.
9. APL reserves the right to reject any or all the bids at its discretion without assigning any reason whatsoever.
10. Request for extension or any queries received from any bidder **with less than five working days prior to bid due date** shall general be ignored, since there will not be adequate time for proper communication with client other bidders and web hosting.
11. Bidders shall submit the bid directly and in their own name without involving any intermediaries.
12. Request for sending Bidding Document by Post /Courier or any other mode shall not be entertained.



## **SECTION-II**

# **BID EVALUATION CRITERIA [BEC] & EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD**

# 1. BID EVALUATION CRITERIA [BEC]

## 1.0 BID EVALUATION CRITERIA (BEC):

### 1.1 BEC- Technical: (as a single bidder)

**1.1.1** The bidder must have executed as per the below mentioned matrix / in the preceding seven (07) years reckoned from preceding month in which the tender is issued and due date of Un-priced bid opening having value not less than **value as shown in the Table-1 given below:**

**Table -1**

Zones	Minimum Qualifying Order Value (Rs. in Crores )		
	Single Order Value	Double Order Value	Triple Order Value
Northeast-1	0.69	0.43	0.35
Northeast-2	0.20	0.13	0.10
East (destinations originating from Raninagar)	0.51	0.32	0.26
North-1	7.20	4.50	3.60
North-2	7.20	4.50	3.60

#### Note:

- In case bidder(s) quotes for **more than one (01) Zone**, the requirement of **minimum qualifying VALUE of work completed/executed in One Single order/contract (as per Table-1 above)** will be on **cumulative basis** and in such case the Bidder is required to submit **EMD on cumulative basis**.
  - ‘Executed’ as mentioned in sl. no. 1.1.1 above**, means fully executed or completed.
  - Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. **1.3** below.
  - Definition of “similar nature of work”:** Similar nature of work indicates transportation of goods like non-insulated SS/MS Liquid Chemical in Truck molded ‘Tanker(s)’, chemical transportation in repacking in trucks as well as SS/MS Tankers. The transportation of **bulk loose materials** like coal, and, stone, bricks and mineral ore etc. shall not be considered for this tender.
- 1.1.2** In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.1 above, the executed contract **value** till immediate preceding month to date of publication of tender. is equal to or more than the minimum prescribed **VALUE** mentioned at sl. no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.

**1.1.3** Bidder must be a registered entity as per the “Carriage by Road Act, 2007”.

**1.1.4** Bidder must have ownership of minimum number of trucks as shown below of minimum capacity **25 MT** (not more than 10 years old), truck mounted tankers registered either in the name of Bidder, its Directors or Partners (The details of the truck mounted tankers & the proof of ownership shall be given by bidder along with their technical bid).

SL. No.	Criteria Description	Minimum number of Tankers to be owned
01.	If quoted for all five (05) zones	24
02.	If quoted upto four (04) zones.	14
03.	If quoted for any one (01) zone except North East-1 / North East-2 zone	07
04.	If quoted only for North East-1 / North East-2 or North East-1 & North East-2 zone	04

NOTE: Non-meeting of above mentioned criteria towards ownership for minimum number of truck-mounted non-insulated SS/MS tankers shall lead to rejection of entire offer. Partial acceptance is not applicable. Any bidder who does not have ownership of minimum number of truck mounted tankers as per criteria in the table at the time of bid submission is allowed to submit their bids along with an undertaking in the form of legal affidavit to be prepared on a stamp paper stating that they should possess / own the truck mounted tankers in their name within 3 months of time from the date of issuance of work order and produce their ownership documents, failing to which in due time shall tantamount to rejection of contract if awarded.

### 1.1.5 Relaxed Norms for Startups & MSME in prior experience & prior turnover criteria:

Prior experience(i.e. sl. no. 1.1.1 & 1.1.2 above) for Startups & Micro & Small Enterprises (MSEs) as a bidder, shall not be required, subject to meeting the quality, technical specifications (scope of work) and ownership of tankers as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender i.e., transportation of goods like Methanol & Formalin and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

**The relaxation of prior experience and prior turnover to startups and Micro & Small Enterprise (MSEs) has been given to a specific goods/job domain wherein they are registered for as mentioned above. Since certificate of DIPP do not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP during registration of Startup Company. Micro & Small Enterprise (MSEs) must submit MSME certificate issued by Ministry of Micro, Small & Medium Enterprises, Govt. of India to avail the relaxation of prior experience and prior turnover. MSME certificate should specify the nature of services / similar nature of works.**

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed as per distribution of quantity.

[However, HOD's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance].

## 1.2 BEC- Financial: (as a single bidder)

### 1.2.1 TURNOVER:

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2020-2021, 2019-20 & 2018-19**) shall be as under:

**Table-2**

Zones	Minimum Annual Turnover Requirement (Rs.)
NE-1	₹ 86,70,000/-
NE-2	₹ 25,50,000/-
East (destinations originating from Raninagar)	₹ 63,75,600/-
North-1	₹ 9,00,00,000/-
North-2	₹ 9,00,00,000/-

### 1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2020-2021**

### 1.2.3 WORKINGCAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e., FY: 2020-2021**.

**Table-3**

Zones	Minimum Working Capital Requirement (Rs.)
NE-1	₹ 8,67,000
NE-2	₹ 2,55,000
East (destinations originating from Raninagar)	₹ 6,37,560
North-1	₹ 90,00,000
North-2	₹ 90,00,000

**Note:**

- In case bidder(s) quotes for more than one (01) Zone, the requirement of Minimum Annual Turnover and Minimum Working Capital shall be on cumulative basis for the quoted Zones clubbed together and accordingly NET WORTH also to be POSITIVE.
- In case Bidder's working capital is inadequate or negative, the bidder shall submit a letter (**as per Format, F-15**) from the Bidder's bank having net worth not less than **Rs. 100 crores**, confirming the availability of the line of credit to meet the working capital requirement as mentioned in the tender document (Table-3 of working capital criteria of BEC).
- Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1 i.e. FY: 2020-2021, 2019-20 & 2018-19**

### 1.2.4 Relaxed Norms for Startups in financial criteria:

Prior turnover for ‘Startup’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications, (scope of work) and ownership of trucks / containers as specified in the tender document.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without **any prior experience & turnover criteria** as mentioned above and emerges as lowest evaluated bidder, the LOA / Order on such Startup shall be placed as per distribution of quantity.

[However, HOD’s of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

### 1.3 Documents/Documentary Evidence required to be submitted by bidder along with their bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
	<b>1.1</b>	<b>Technical Experience Criteria – Document</b> [All documents to be <b>uploaded (submitted)</b> must be verified & certified by <b>any one of the following Independent Third Party Inspection Agency</b> ] (i) Société Générale de Surveillance (SGS) (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLIS) (iii) International Certification Services (ICS) (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS) (v) TUV SUD (TUV) (vi) Det Norske Veritas (DNV) (vii) Certification Engineers International Ltd. (CEIL) (viii) Lloyds Register Industrial Services (LRIS) All charges of the Third party for verification and certification shall be borne by the bidder.	

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
1.	1.1.1	<b>Experience against execution of Order/Contract/ LOA.</b>	<p>a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items &amp; scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of Un-priced bid opening.</p> <p>b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end- user/owner/authorized consultant.</p>
2.	1.1.2	<b>Carriage by Road Act, 2007.</b>	Bidder must submit/upload valid Copy of certificate issued by Road/State Transport Office indicating bidder is a registered entity as per Carriage by Road Act, 2007.
3.	1.1.3	<b>Ownership of minimum number of trucks</b>	Bidder must upload / submit registration certificate of the trucks mounted tanker and the same must be registered either in the name of Bidder, its Directors or Partners.
4	1.1.4	<b>Experience against ‘Startup’ Company</b>	<p>a) Bidder to upload / submit the ‘Certificate of Recognition’ issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce &amp; Industry, Govt. of India and the certificate should be certified by the <b>Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder’s company / firm) <b>and notary public</b> with legible stamp.</p> <p>b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp</p>



1.2		<b>Financial Experience Criteria- Document</b> [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for ‘Startup’ as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <b><u>duly Certified/attested by Notary public</u></b> with legible stamp]													
5.	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. <b>FY: 2020-2021, 2019-2020 &amp; 2018-2019.</b>												
6.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. <b>FY: 2020-2021</b>												
7.	1.2.3	Working capital	<div>Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit &amp; Loss account statement) for the last audited Financial Year, i.e. <b>FY: 2020-2021</b></div> <div>In case Bidder’s working capital is inadequate or negative, the bidder shall submit a letter (<b>as per Format, F-15</b>) from the Bidder’s bank having net worth of each zone as per the table Confirming the availability of the line of credit to meet the working capital requirement as mentioned in the tender document (Table-3 of working capital criteria of BEC).</div> <table><tr><th>Zones</th><th>Net Worth Value in Rs.</th></tr><tr><td>NE-1</td><td>₹ 20,00,000</td></tr><tr><td>NE-2</td><td>₹ 6,00,000</td></tr><tr><td>East (destinations originating from Raninagar)</td><td>₹ 16,00,000</td></tr><tr><td>North-1</td><td>₹ 2,20,00,000</td></tr><tr><td>North-2</td><td>₹ 2,20,00,000</td></tr></table>	Zones	Net Worth Value in Rs.	NE-1	₹ 20,00,000	NE-2	₹ 6,00,000	East (destinations originating from Raninagar)	₹ 16,00,000	North-1	₹ 2,20,00,000	North-2	₹ 2,20,00,000
Zones	Net Worth Value in Rs.														
NE-1	₹ 20,00,000														
NE-2	₹ 6,00,000														
East (destinations originating from Raninagar)	₹ 16,00,000														
North-1	₹ 2,20,00,000														
North-2	₹ 2,20,00,000														
8.		Format, F-16	"Details of financial capability of bidder” shall be submitted in the prescribed <b>Format; F-16</b> (of tender document) duly signed and stamped by a <b>Chartered Accountant only.</b>												

Note to above **Bid Evaluation Criteria (point no. 1.0):**

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.





- (ii) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no.1.1.1, then the value of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iii) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by APL.**
- (iv) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bid.**

## **2.0 EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FORWARD:**

### **EVALUATION OF BIDS:**

- 2.1** APL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.

The evaluation will be done on zone-wise basis. Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.

- 2.2.** If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startups shall be placed for the quantity as per distribution methodology defined in Section-II of tender document.

[However, HOD's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

- 2.3** In case of a **tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.4** In case, there is a **tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.5** In case, there is a **tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant.**
- 2.6** Startups are exempted from submission of **EMD**.

**SELECTION OF TRANSPORTERS:**

APL intends to hire following numbers of Transporters for the entire contract:

- **Three (03) Transporters each for East (destinations originating from Raninagar), North-1 & North-2 Zone** shall be selected on zone-wise L1 rate.

For this purpose, L2, L3 Transporters in each zone shall be asked to match L1 rate. In the event of L2/L3 Transporters not agreeing to match L1 rate, possibilities shall be explored with L4, L5, L6, L7..... and so on so as to select **03 (three) Transporters at L1 rate** for East (destinations originating from Raninagar), North-1 & North-2 zone.

- **Two (02) Transporters each for Northeast-1 & Northeast-2 Zone** shall be selected at zone-wise L1 rate.

For this purpose, L2 Transporters in each zone shall be asked to match L1 rate. In the event of L2 Transporters not agreeing to match L1 rate, possibilities shall be explored with L3, L4, L5, L6, L7 .... and so on so as to select **Two (02) Transporters at L1 rate** for Northeast-1 & Northeast-2 zone.

**If L1 is single bidder & in case L-1 backs out from a zone, re-tendering shall be done for that particular zone and the bidder shall be debarred for future tenders & the EMD shall be forfeited.**

**2.7 DISTRIBUTION OF QUANTITY FOR AWARD:**

The following methodology shall be adopted for distribution of work order quantity among the successful Transporters, depending upon the number of Transporters shortlisted for each of these zones:

**2.7.1 East (destinations originating from Raninagar), North-1 & North-2 zones (Desired Transporters: 03 each)**

Sl. No.	Scenario after evaluation	Distribution of Quantity
1	If one bidder is L-1 as per original offer & two bidders agrees to match the L1 rate.	L1 – 50%, L2 (at L1 rate) – 30% and L3 (at L1 rate) –20%
2	If one bidder is L-1 as per original offer & only one bidder agrees to match the L1 rate.	L1 – 60% & L2 (at L1 rate) – 40 %
3	If only one bidder is found L1 due to non- matching / non-quoting of rates by other bidders.	L1 – 100%

**2.7.2 Northeast-1 & Northeast-2 Zone (Desired Transporters: 02)**

Sl. No.	Scenario after evaluation	Distribution of Quantity
1	If one bidder is L-1 as per original offer & one bidder agrees to match the L1 rate.	L1 – 60% and L2 (at L1 rate) – 40%
2	If only one bidder is found L1 due to non- matching / non-quoting of rates by other bidders.	L1 – 100%

**In case no bid is received for a particular zone, re-tendering shall be undertaken for that zone.**

**2.8** Allocation of quantities to MSE shall be governed as per **Sl. no. 2.12** below. The remaining quantity of each zone shall be distributed to the bidders as per the methodology mentioned above.

In case, there is no MSE in the price band of L1 + 15%, the entire quantity will be distributed to bidders as per methodology mentioned herein above.

**2.9** If a bidder quotes for more than one zone, his bid will be considered for priced bid opening only for the zone(s) which the bidder individually qualifies based on the single work order/double/Triple order value.

**2.10** If a bidder quotes for more number of zones and qualifies for lesser number of zone(s), in such a situation, the particular bidder shall also be given opportunity for matching L- 1 rate (if required) for all the quoted zones. However, the order shall be placed on “least cost to APL” basis in terms of the tender document and limited to the no. of zone(s) for which the bidder qualifies the BEC. Once certain zone (s) is awarded to such L-1 bidder, the bidder ceases to be lowest bidder for the remaining zones(s).

Above least cost analysis is only for selection of the bidders, however, award in all the case shall be made on L1/matched L1 prices only. APL’s decision shall be final and binding on the bidder.

**2.11 Contract Performance Bank Guarantee (CPBG):**

Within 30 days of the receipt of the Detailed Letter of Award (LOA) from APL, the transporter shall furnish to Owner, the contract performance Bank Guarantee (security) from any Indian Nationalized / Scheduled Bank / Indian branch of an International Bank acceptable to Owner for an amount equivalent to 10% (ten percent) of the awarded Contract of Annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations Price in types and proportions of currencies in which the Contract Price is payable in accordance with the Contract. The Transporter shall procure the Contract Performance Bank Guarantee in the form in ITB of Tender (Form of Contract Performance Bank Guarantee). The Transporter shall maintain the Contract Performance Bank Guarantee at its own expense, and shall ensure it shall remain valid for a period of not less than 3 (three) months after the expiry of the Extended Defect Liability Period. The Contract Performance Bank Guarantee shall be extended by such period as Owner may require if the Completion is delayed beyond the Time for Completion and/or the Final Completion is delayed beyond the scheduled date of Final Completion and any extension thereof as per directions of the HOD. In the event that the Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Contract Performance Bank Guarantee shall be increased proportionately by the Transporter within 7 (seven) Business Days to ensure that it remains an amount which is equivalent to 10% (ten percent) of the revised Contract Price, as determined by the HOD. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

**OR**

The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized Basic Contract value and deduction @ 7.5% subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.

- a) Owner shall have an unqualified option under the Contract Performance Bank Guarantee to draw on the security and claim the amount there under in the event of the Transporter's failure to honor any of its obligations, responsibilities or commitments under the Contract or in respect of any amount due from the Transporter to Owner. Provided however that, nothing stated under this Clause shall make it incumbent upon Owner to utilize the Contract Performance Bank Guarantee in preference to any other remedy which Owner may have, nor shall it be construed as confining the claims of Owner against the Transporter to the value of the Contract Performance Bank Guarantee.
- b) If the Contract Performance Bank Guarantee is or becomes invalid for any reason (other than its expiry), the Transporter shall immediately notify the HOD and obtain within 7 (seven) days a replacement Contract Performance Bank Guarantee in the **form F-9** (Form of Contract Performance Bank Guarantee).
- c) Without prejudice to the obligation of the Transporter under sub-clause (a) above, not later than 30 (thirty) Business Days before the expiry of the Contract Performance Bank Guarantee, the Transporter shall, upon request of the HOD obtain extension of the validity of such Contract Performance Bank Guarantee for the period stated in such request by the HOD and provide a copy of such renewed security. If the Transporter fails to extend the Contract Performance Bank Guarantee, Owner shall be entitled to receive the un-drawn amount there under pending the completion of the Works, provided that the amount so received shall be treated as a cash retention and to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Contract Performance Bank Guarantee acceptable to Owner.
- d) If the Transporter fails to provide, maintain or renew the Contract Performance Bank Guarantee in accordance with the Contract, then Owner may, without prejudice to any other rights and remedies to which it may be entitled, by written notice terminate the Contract forthwith.
- e) The Transporter agrees and acknowledges that Owner shall be entitled to assign the Contract Performance Bank Guarantee in favor of any party to whom this Contract may be assigned.

### **2.1.2 PPP Policy 2012:**

The said job/service is splittable and hence job is to be awarded to MSE vendor as per Public Procurement Policy, 2012 as below including the other provisions as mentioned in ITB of tender document.

In case of Micro and Small Enterprise(s) quoted their prices within the price band of L1+15% and are not L2, L3 bidder, they shall also be allowed to provide a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is someone other than a micro and small enterprise and such micro and small enterprise shall be awarded upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the job shall be shared proportionately. Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs.

Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned SC/ST entrepreneurs/MSEs owned by women.



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**NOTE TO "BID EVALUATION CRITERIA [BEC]"  
[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION/ CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONG WITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.  
  
ONLY DOCUMENTS (WORK ORDER, COMPLETION CERTIFICATE, AND EXECUTION CERTIFICATE
- [III] ETC.) WHICH HAVE BEEN REFERRED/ SPECIFIED IN THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS
- [IV] DETAILS OF BEC MUST BE FILLED IN FORMS & FORMAT F-19

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## **SECTION-III**

### **INSTRUCTION TO BIDDERS [ITB]**

**(TO BE READ IN CONJUNCTION WITH  
BIDDING DATA SHEET (BDS))**

## **SECTION-III**

### **INSTRUCTION TO BIDDERS**

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**SECTION-III****INSTRUCTIONS TO BIDDERS [ITB]****(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))****[A] – GENERAL****1.0 INTRODUCTION**

- 1.1** M/s Assam Petro-chemicals Limited (APL/Owner), a public sector undertaking under the Govt. of Assam, was set up in the year 1976 with facilities for production of 30 TPD of Methanol & 50 TPD formalin based on Natural Gas. The company expanded its operation by setting up new Methanol Plant of 100 TPD capacity based on I.C.I Technology in the year 1986 and a new Formalin Plant of 100 TPD capacity with technology from DERIVADOS, Spain.

APL is now setting up a new 500 TPD Methanol Plant and 200 TPD Formalin Plant, along with captive power plant and various utility plants catering to these process units. The feedstock for the project is Natural Gas. The present job, being executed with Engineers India Limited (EIL) as the Consultant, includes the 500 TPD Methanol Plant along with associated offsite facilities comprising of captive power plant and utility plants for the new integrated project.

- 1.2** APL (Owner) invites e-Bids, under **single stage Two Bids (Un-priced and Price Bid) system**, for the entire scope of supply and work covered under the Bidding Document (as applicable) (hereinafter for the purpose of these instructions collectively referred to as “WORK”). The Owner/ APL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Owner (APL)
- 1.3** The scope of Supply shall be as defined in the Bidding documents. The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract. It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions, specifications, scope of work, scope of supply, responsibilities & liabilities included in the Bidding Document.

Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS:**

- 2.1** The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 36" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2.** The Bidder is not put on 'Holiday' by APL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by State or Central Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of APL or the Ministry of Petroleum and Natural Gas to the GOI



In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to APL by the bidder.

It shall be the sole responsibility of the bidder to inform APL in case the bidder is put on 'Holiday' by APL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 36 of ITB.

**2.3** The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to APL by the bidder.

It shall be the sole responsibility of the bidder to inform APL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to Misrepresentation of facts and shall lead to action against such Bidders as per clause no.36 of ITB.

**2.4** Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

**2.5** Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/vendor.

**2.6** Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

**2.7 Power of Attorney:**

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO/Chairman/MD/ Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favor of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

**3** **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE FOR THIS TENDER**

**4** **ONE BID PER BIDDER:**

- 4.1** A bidder shall submit only one bid in the same bidding process as single. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 4.2** More than one bid means bid(s) by bidders(s) having same proprietor / partners / Limited Liability Partners in any other Bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3** Failure to comply this clause 4 during tendering process will disqualify all such bidders from process of



evaluation of bids.

**4.4** Alternative bids shall not be considered.

**4.5** The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidder are quoting for different items / Sections / Parts / Groups / SOR Items of the same tender which specify evaluation on items / Sections / Parts / Groups / SOR item basis.

## **5 COST OF BIDDING & TENDER PROCESSING FEE:**

### **5.1 COST OF BIDDING:**

All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and Owner /APL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, Owner (APL) will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

### **5.2 TENDER FEE:**

**Rs.1000/- +18% GST** only in online mode by **Netbanking/RTGS/NEFT**. Scan copy of Tender Fee document to be attached along with Bid and the hard copy of the same has to reach at DGM(C&P) Office, APL within 10 (ten) days from the date of opening of Bid. Tender Fee is not refundable.

## **6.0. SITE VISIT:**

**6.1** Namrup, the location of the plant, is situated in the district of Dibrugarh, Assam, India. Namrup is connected with Dibrugarh by national highway NH-37 and is at a distance of around 65 KM from Dibrugarh airport. The nearest railway station is at a distance of 9 KM. The railway track is broad gauge and the station has siding facilities for handling equipment. The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.

**6.2** The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

**6.3** The Bidder shall not be entitled to hold any claim against APL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

**6.4** For site visit, Bidder may contact the person as mentioned in the Notice Inviting Tender (NIT)

**[B] BIDDING DOCUMENTS****7 CONTENTS OF BIDDING DOCUMENTS:**

**7.1** The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]&NIT
- Section-II : BID EVALUATION CRITERIA [BEC] EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD
- Section-III : Instructions to Bidders[ITB]  
Annexure  
Forms & Formats
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work [SOW] and Technical Specification [TS]
- Section-VII : HSE
- Section-VIII : SOR /BOQ

\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

**7.2** Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document including all instructions, forms, terms & conditions in the Bidding Documents and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

**7.3** Bidding documents once downloaded are non-transferable in any other name and shall at all times remain the exclusive property of the Owner / APL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

**7.4** Bidder shall treat the Bidding Document and contents thereof as confidential. If at any time, during the bid preparation stage, Bidder decides to decline to Bid, Bidder shall intimate through email with the reason for non-participation.

**8 CLARIFICATION OF BIDDING DOCUMENTS:**

**8.1** A Prospective Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request information/ clarification/query of the Bidding Document in writing at the APL's mailing address or by fax indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** APL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. APL may respond in writing to the request for clarification. APL's response including an explanation of the query, but without identifying the source of the query will be uploaded on APL's tender website <http://www.assampetrochemicals.co.in> & Assam Government procurement portal website <https://assamtenders.gov.in/nicgep/app/> communicated to prospective bidders by e-mail/fax.

**8.2** Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

- 8.3 Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request information/ clarification/query of the Bidding Document in writing to APL's mailing address indicated in the Instructions to Bidder (ITB)/NIT/LIB. APL will respond in writing to any request for any information or clarification or query of the Bidding Document, which it receives up to the date mentioned in NIT/ LIB or one week prior to the Bid Due Date. APL's response (including an explanation of the query) will be uploaded in the said APL website and on receiving email; bidder shall download APL's response in the form of clarification /Addendum etc.
- 8.4 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the contract.
- 8.5 Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation/stipulation/clarification/assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" duly filled in along with Un-priced part of bid. In case of unavoidable circumstances, if any unresolved deviation remains, bidder shall submit the same included in bidding document. In case of bids not conforming to bidding document in totality and/or non-accompanied by necessary documents as asked for in the bidding document, Owner/APL reserves rights to reject such bids without recourse to the Bidders. Deviations specified elsewhere in the Bid other than specific format shall not be taken into cognizance.
- 8.6 The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible to all who have been issued/downloaded the Bidding Document, through e-mail and . The response shall not form part of Bidding Document unless issued as an Addendum/Amendment.
- 8.7 Pre-bid meeting shall be held, if specified in NIT/LIB, as per details given in NIT/ LIB.

#### **9 PRE-BID MEETING:**

- 9.1 The Bidder(s) or authorized representative(s) shall attend the pre-bid meeting on the prescribed day at the given venue as per details indicated in NIT. It is expected that a bidder shall not depute more than 02 representatives for the meeting. The Pre-bid meeting will be organized through Virtual Zoom meeting, bidders can join either in person or through the virtual online video Zoom App and the link will be intimated through website/individual mail.
- 9.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders or their authorized representatives may raise queries, if any, related to the bidding document and Scope of Work can be addressed during the Pre-Bid Meeting. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre-bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre- bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.
- 9.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on APL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Owner/APL exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-10", and not through the minutes of the Pre-Bid Meeting.
- 9.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder. However, in case any bidder does not attend the pre-bid meeting, it shall be understood that the bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.
- 9.5 The Bidder must send their queries, if any, on the Bidding document through E-mail addressed to email IDs as mentioned above to reach APL at least 2 (Two) working days prior to Pre-Bid Meeting. These queries shall be replied to the best extent possible during the Pre-Bid Meeting. In order to ensure fruitful



discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing delivered by hand or through e-mail as per format enclosed in the Bidding Document so as to reach two(02) working days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies (in table form) of the queries shall also be e-mailed to enable APL to prepare replies to the queries against each query in the same format expeditiously.

**9.6** The bidders are required to participate in the pre-bid meeting with the following essential documents, so that the same can be reviewed & discussed during the meeting to avoid any techno-commercial clarifications/ discussions post bid:

- i) Latest audited annual report including Profit & loss account, audit report, all schedules etc. (If applicable as per NIT/LIB)
- ii) Details of work experience meeting the Bidders Qualification Criteria (BQC) (if applicable).
- iii) Any other relevant document/ details

**9.7** The outcome of the pre-bid meeting, including the essential questions raised and the responses given by APL/ Owner shall be complied as expeditiously as possible and shall be uploaded on the website if so required. After pre-bid meeting, APL at its discretion may not entertain any further queries from the bidders.

**9.8** Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted and if any deviation is found in the bid of such bidder, their offer may be liable to be rejected without raising any technical/ commercial queries.

**9.9** Technical Queries (TQ)/ Commercial Queries (CQ) shall not be issued once the bid has been opened. However, wherever CQ/ TQ are unavoidable, APL/ Owner at its discretion may issue TQ/CQ for bidder to reply within the cut-off date along with all relevant documents/information/clarification/confirmation as required with the CQ/ TQ reply (ies). Offers shall be evaluated based on the information available up to cut-off date for CQ/ TQ replies. APL/ Owner reserves the right not to consider any reply after the cut-off date to complete the bid evaluation process.

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

**10.1** At any time prior to the 'Bid Due Date' for submission of bids, any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion or otherwise during the bidding period or subsequent to receiving the bids, shall be intimated through email to all bidders through the issue of an Addendum/Amendment, which is to be downloaded by the bidder from said websites. Owner/APL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.

**10.2** Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on APL's tender website/<http://www.assampetrochemicals.co.in> and Assam Government procurement portal website <https://assamtenders.gov.in/nicgep/app>. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

**10.3** The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

**10.4** Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped along with all relevant documents/information (if applicable as per Addendum) in token of their acceptance.



- 10.5** If Addendum is required to be issued post-bid submission, it shall be issued through email to only those bidders, who have submitted their bids within the due date and time of submission of bid.
- 10.6** In case Addendum is issued during the bidding period, Bidder shall consider its impact in their price bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.
- 10.7** All Addendum/Amendments, Clarifications (if any) etc. which are commonly applicable to all bidders, shall be uploaded on the website. Generally intimation of uploading of documents in website is sent to the bidders in their email id. It is the responsibility of the bidder to check and provide current and authenticated email id. However, Bidder should regularly visit the website to keep them updated.

**11 CONFIDENTIALITY OF BIDDING DOCUMENT:**

- 11.1** Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.
- 11.2** Bidders shall treat the Bidding Documents and contents therein as strictly confidential.
- 11.3** The Bidding Document is and shall remain the exclusive property of the Owner/APL without any right to Bidder to use them for any purpose except for the purpose of bidding.
- 11.4** On no account will any bidder who have downloaded the bidding document, having possession thereof, is allowed to make any copy or take copies or tracing of any drawings, plan etc. for use of any other purpose other than limited purpose of submitting their bids or post-award use in case the bidder is awarded the job.

**[C] PREPARATION OF BIDS****12. LANGUAGE OF BID:**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and APL, shall be in the English language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.

**13 E-TENDERING:**

**13.1** Methodology for e-tendering shall be as per attached Annexure-III to ITB. Bidders are requested to get acquainted with the E-Tendering Website and load their Bid well within the time provided for bid submission to avoid last minute hassles.

**13.2** Bidders in their own interest are requested to register on e-Tendering portal and upload/submit their bid well in time. Bidders should avoid the last hour rush to the website for registration of User I.D. & Password, enabling of User I.D. and mapping of Digital Signature Serial Number, etc. since this exercise require activities from APL/Assam Govt. portal & the Service Provider and needs time. In the event of failure in bidder's connectivity with APL/Service Provider during the last few hours prior to bid submission time, bidder is likely to miss the deadline for bid submission. APL/Assam Govt. portal/Service Provider shall not be held responsible for such failure to submit the Bid at the last moment. Any due date extension request due to aforesaid reason shall also not be entertained.

**13.3** Bidders are requested to obtain/seek clarifications, if any from APL and/or APL's Authorised Service Provider, whose contact information is provided in the Annexure-III to ITB.

**14 INSTRUCTION FOR ENROLMENT OF BIDDER TO NIC PORTAL**

**14.1** Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of <https://assamtenders.gov.in/nicgep/app> facilitating Bidders to participate in the bidding process. Bidders are advised to download & utilize the available information/documents under these links for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

**14.2** Portal <https://assamtenders.gov.in/nicgep/app> mandates that the bidders are to be registered on the portal before any enquiry can be issued to them. In order to expedite issue of enquiries, the enquiry is being issued through <https://assamtenders.gov.in/nicgep/app> Tender Portal and also being published on Central Public Procurement Portal. The enquiry shall be issued to the bidders on the NIC e-Procurement Portal as soon as their registration is completed in the NIC Portal (<https://assamtenders.gov.in/nicgep/app>).

**14.3** All those bidders who have still not registered on the NIC Portal are required to register on the same immediately after issue of enquiry on APL portal but not later than ten days before the bid due date) for facilitating issue of enquiry to them on the NIC Portal (<https://assamtenders.gov.in/nicgep/app>) failing which it will not be possible for them to upload their bids. Pursuant to registration, the bidders are also required to login in APL tender portal and update NIC's registration details and inform the undersigned regarding the same for the subject enquiry.

**14.4** In any case, the enquiry shall be issued on NIC portal to NIC registered bidders about one week before the bid due date. Therefore, all those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal



shall not be entertained.

- 14.5** The bid has to be necessarily submitted on the Portal <https://assamtenders.gov.in/nicgep/app> and only those bidders who are issued the enquiry through Portal <https://assamtenders.gov.in/nicgep/app> will be eligible to submit their bids. In case a bidder does not register on the Portal <https://assamtenders.gov.in/nicgep/app> and as a consequence, cannot be issued the enquiry through NIC Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.
- 14.6** In future, APL shall be issuing all enquiries through Portal <https://assamtenders.gov.in/nicgep/app> alone and bidders who do not register with NIC Portal may not be able to submit their bids. Therefore, it is in the interest of the bidders that they register on the NIC Portal at the earliest.
- 14.7** The vendor registration on Portal <https://assamtenders.gov.in/nicgep/app> is a very user friendly process. However, in case of any doubt, the vendor may contact as per the details given in NIT.

## **15 COMPLIANCE TO BID REQUIREMENT / BID REJECTION CRITERIA**

- 15.1** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. APL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note APL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. APL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. APL reserves the right to raise technical and/or commercial query (s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder, does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 15.2** Owner /APL expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid.
- 15.3** Bids not compliance to requirement of Bidding Document shall not be accepted and Owner/APL may not seek any clarification/ correspondence from bidders in case sufficient acceptable bids are received. Therefore, bidders are requested to submit their bids complete in all respects and it is expected that bidders submits total compliance bid.
- 15.4 REJECTION CRITERIA:** In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations/ exceptions to the following clauses of Tender document shall be considered to be non-responsive and are liable to be rejected:
- Firm Price
  - Non-submission of EMD/ Bid security or deviation to format of Bid Security/EMD or validity of EMD/ Bid Security less than specified.
  - Specifications & Scope of Work/Scope of Supply
  - Schedule of Rates / Price Schedule / Price Basis
  - Duration / Period of Contract/ Delivery Schedule
  - Period of Validity of Bid
  - Price Reduction Schedule /Time Schedule
  - Contract Performance Bank Guarantee / Security Deposit
  - Guarantee Period/ Defect Liability Period
  - Arbitration / Resolution of Dispute/Jurisdiction of Court
  - Force Majeure & Applicable Laws



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- (l) Compensation for Delay
- (m) Integrity Pact, if applicable for this tender
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

**15.5** The deviation on other clauses, if unavoidable, should be furnished as per FORM- F-6 attached. Exception/ Deviations submitted in any other place / form other than FORM-F-6 shall not be considered. If any exception/ deviation are acceptable to OWNER/ APL, the same shall be issued to all bidders through an amendment. All other deviations/ exceptions, not incorporated in amendment, shall be unconditionally withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid/ price implication (if any), his bid shall be rejected outright without any reference. In case any deviations is found in the revised price bid/ price implication, the bidder is also liable to be placed on holiday for future tenders.

## **16 DOCUMENTS COMPRISING THE BID**

- 16.1** No Physical bid shall be permitted other than the documents categorically asked for submission in hard copies. The bids submitted online through procurement Portal (<https://assamtenders.gov.in/nicgep/app>) of Government of Assam shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.
- 16.2** Bidders to upload the Un-price and Price part of their bids strictly in the Un-price & Priced folders respectively at the designate place in the e-tender portal. Non Compliance to the same may lead to rejection of their offer.
- 16.3** The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.
- 16.4** Submission of Authentic Documents is the prime responsibility of the Bidder.
- 16.5** Wherever APL/Owner is concerned / apprehensive regarding authenticity / correctness of any document, APL/Owner reserves the right to get the documents cross-verified from the document issuing authority or from in-house data.
- 16.6** All documents furnished by the bidder in support of meeting the Experience Criteria (Technical and Commercial) of BQC shall be authenticated as per NIT/LIB
- 16.7** Bidders shall be required to submit the required documents for meeting Bidder Qualification Criteria (BQC) as per NIT/LIB in a separate section/booklet along with their offer. This section/booklet shall be titled as “Documentation against Bidder Qualification Criteria (Experience & Financial)” with proper index and page numbering.
- 16.8** The Bid shall be submitted in three parts viz. Part-I, Part-II & Part-III in respective folders provided in the website.
- |                         |                                    |
|-------------------------|------------------------------------|
| PART-I (Un-priced Bid)  | : EMD/Bid Security                 |
| PART-II (Un-priced Bid) | : Techno-commercial /Un-priced Bid |
| PART-III (Priced Bid)   | : Priced Bid                       |

### **16.9 PART-I: EMD/ Bid Security**

EMD/ Bid Security, in in online mode by **Netbanking/RTGS/NEFT** or irrevocable Bank Guarantee of requisite amount, shall be submitted as specified in NIT/LIB in the following manner:

Original EMD: Preferably within Bid Due Date but not later than Ten (10) calendar days from the date of Un-priced Bid Opening



Copy of Original EMD: Scanned & uploaded in designated folder in e-Tendering Portal <https://assamtenders.gov.in/nicgep/app>) along with Un-priced /Techno-commercial Bid.

**16.10** In case of exemption of EMD, the scanned copy of the authenticated requisite documents (certificate/letter etc.) as specifically mentioned in NIT/LIB shall be uploaded in e-tender website. However, original of the same should be sent to APL within 10 days from the date of Un-priced Bid Opening.

**16.11 PART-II TECHNO-COMMERCIAL / UN-PRICED BID**

This folder shall contain the following documents duly stamped & signed by Bidder and to be uploaded in e-tender website:

- Covering Letter on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- Bidder's General Information, as per 'Form F-1'
- Bid Form, as per 'Form F-2'
- Copies of documents, as required in 'Form F-3'
- As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- Proforma of Bank Guarantee for Earnest Money/BID Security as per 'Form F-4'
- Letter of Authority on the Letter Head, as per 'Form F-5'
- No Deviation Confirmation, as per 'Form F-6'
- Bidder's Declaration regarding Bankruptcy, in 'Form F-7'
- Certificate for Non-Involvement of Government of India from Bidder, as per 'Form F-8'
- Proforma of Bank Guarantee for Contract Performance Security/Security deposit as per 'Form F 9'
- Agreed Terms and Conditions, as per 'Form F-10'
- ACKNOWLEDGEMENT CUM CONSENT LETTER, as per 'Form F-11'
- Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- Undertaking on the Letterhead, as per the Form F-12.
- Bidder's experience, as per Form F-13
- Power of Attorney (POA) for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be digitally signing the bid and any consequence resulting due to such signing shall be binding on the bidder. The Bidder shall submit POA, in original, on non-judicial stamp paper of appropriate value, in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, duly notarized copy is also acceptable.
- Any other information/details required as per Bidding Document
- All forms and Formats including Annexure.
- Tender Document duly signed/ digitally signed by the Authorized Signatory.
- Additional document specified in Bidding Data Sheet (BDS).
- Scanned copy of Bid Security/EMD as per details mentioned in NIT (to be uploaded in e-tendering portal).
- Scanned copy of duly authenticated documents in support of meeting the Experience and Financial criteria as per NIT

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**16.12 PART III: PRICE BID:**

- The Prices are to be submitted strictly as per the format uploaded in the e- tender portal of Schedule of Rate (SOR /BOQ ) and no stipulation, overwriting, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Priced bid. APL/ Owner shall not take cognizance of any such

statement and may at their discretion reject such Priced Bid.

- Deviation to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).
- Bidders must fill their name in the price bid of at the designated place of SOR before submission through e-tender portal.
- Bidder to upload the following Forms/document as part of their complete price bid on the e-tender website after downloading the “Schedule of Rate” file from the below website and converting it into RAR format at the designated place of the Assam Government Tender Portal <http://https://assamtenders.gov.in/nicgep/app>
- Preamble to SOR, duly signed and stamped on each page
- Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR/BOQ format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of Un-priced bid but before opening of price bids such discount /rebate (s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- In case any bidder does not quote for any location(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted locations is 10% or less of his quoted price, then the unquoted location(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- Duly filled, signed and stamped Summary of Price strictly as per the BOQ

## **17 SUBMISSION OF DOCUMENTS:**

- 17.1** The following documents shall be submitted in ORIGINAL, preferably within the Bid due date but not later than 10 days from the date of Un-priced e-bid opening in the CPP Portal, in a sealed envelope, with proper index and covering letter in bidder’s letter head. The envelope shall be titled “EMD AND POWER OF ATTORNEY” with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder’s name and address with contact no. etc. and shall be submitted to the address as mentioned below:
- i. Original Earnest Money Deposit/ Bid Security.
  - ii. Power of Attorney (POA), in original, on non-judicial stamp paper of appropriate value, in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, photocopy duly notarized is also acceptable.
- 17.2** Bidders shall be required to upload the digitally signed authenticated copies of following documents for meeting BQC along with Integrity Pact, MSE certificate, Declaration by PSUs/PSE along with other Proforma requested in line with Bidding Document on the e-tendering portal only. Bidders shall not be required to submit the original authenticated documents in physical form to APL. In addition, bidder shall also confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document.

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- i. The authenticated documents against Bidder's Qualification Documents (BQC).
- ii. Integrity Pact, duly signed by the signatory holding Power of Attorney – if applicable
- iii. Duly certified copy of valid MSE registration certificate, in original, as per provisions of NIT (for MSE Bidders only)
- iv. Declaration by PSUs/PSEs in their letter head that they are PSUs/PSEs (For Bidders who are PSUs/PSEs)

**17.3** Wherever the bidder has not submitted the authenticated documents through e-tendering as per the requirement of bidding document, bidder shall submit the original authenticated document in a separate booklet titled as "Documentation against Bidder Qualification Criteria (Commercial & Financial)" with proper index in original within 10 days from the date of Un-priced e-Bid opening.

**17.4** The address for submission of original documents is as follows:

C&P DEPARTMENT,  
ASSAM PETRO-CHEMICALS LIMITED  
P.O. PARBATPUR, NAMRUP  
DIST.DIBRUGARH- 786623  
ASSAM (INDIA)

Attn.: NAVA BIKASH BORAH, DGM (C&P.)  
Tel No. : +91-0374-2500331/518/246

**18** **DATE & TIME OF SUBMISSION:**

**18.1** Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender /Letter Inviting Bid or any extension thereof as duly notified in writing on APL's tender website <http://www.assampetrochemicals.co.in> & Assam Government procurement portal website <https://assamtenders.gov.in/nicgep/app/> late bids shall be rejected.

**19** **BID PRICES & CURRENCY OF QUOTE AND PAYMENT:**

**19.1** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

**19.2.** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

**19.3** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

**19.4** Currency of Bid and Payment shall be only in Indian Rupees (INR). Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate/Price (SOR/BOQ)' but is required to complete the work, which could be reasonably implied/inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

**19.5** All duties, taxes revenue and other levies [if any] payable by the Transporter under the Contract, or for



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

**19.6** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the transporter on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

**19.7** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.

**19.8** **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

**19.9** **GST (CGST & SGST/ UTGST or IGST):**

**19.10** Bidders are required to submit copy of the **GST** Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

**19.11** Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, APL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

**19.12** In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of APL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from APL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of APL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Transporters/Consultants.

**19.13** In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case APL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case APL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or**



**IGST)** on supply and on incidental services, shall be to APL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 19.14** Where the APL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:- Owner/APL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/APL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 19.15** Where the APL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

Owner/APL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities, (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

- 19.16** In case APL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where APL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and APL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to APL or ITC with respect to such payments is not available to APL for any reason which is not attributable to APL, then APL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by APL to Transporter /Supplier.

- 19.17** Transporter shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable APL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to APL for



any reason which is not attributable to APL, then APL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by APL to Supplier of Goods /Services.

The bidder(s) as GTA (Goods Transport Agency) registered under GST (service provider) will be required to quote their rates excluding GST. GTA service provider may opt to charge GST (and to specify above) @5% without ITC or GST @12% with ITC liable to pay GST. GTA has to ensure filing of monthly-required GST return and timely payment of GST as applicable.

The tender condition of GST on transportation contract may be followed under the option as below:

For Unregistered GTA (Goods Transport Agency) / Bidder, GST@5% shall be deposited directly by APL under RCM (Reverse Charge Mechanism) basis.

## **19.18 ANTI-PROFITEERING CLAUSE:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by APL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then APL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by APL.

## **20 BID VALIDITY:**

**20.1** Bid shall remain valid for a minimum period of 180 days from the date of opening of techno-commercial bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the Owner / APL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of Owner / APL, Owner shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list.

**20.2** Bid valid for a shorter period may be rejected by APL as 'non-responsive'

**20.3** In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the owner/APL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. A Bidder may refuse the request without forfeiture of his 'Bid Security/EMD'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-21" in all respects.

## **21 EARNEST MONEY/BID SECURITY:**

**21.1** Bids must be accompanied with 'Earnest Money / Bid Security' in online mode by **Netbanking/RTGS/NEFT** or '**Bank Guarantee** in favor of Assam Petro-chemicals Limited., from any Indian Scheduled Bank; or from any Indian branch of an International Bank payable at Namrup, Dibrugarh, Assam or '**Bank Guarantee** as per the format given in **Form -4 of the bidding documents**. Bidders shall ensure that EMD/'Bid Security', having a validity of at least 'two [02] months'



beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

The Amount of EMD of each zone as under:

<b>Zones</b>	<b>EMD Value in Rs.</b>
<b>Northeast-1</b> (Entire Assam state)	1,73,400
<b>Northeast-2</b> (States of Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura & Sikkim)	51,000
<b>East</b> (Destinations originating from Raninagar)	1,27,512
<b>North-1</b> (States of Haryana, Himachal Pradesh, Rajasthan & union territory of Delhi)	16,00,000
<b>North-2</b> (States of Uttarakhand & Uttar Pradesh)	16,00,000

The Bidder shall furnish Earnest Money Deposit (EMD) as per each zone specified above table and make it in online mode by **Netbanking/RTGS/NEFT** or **'Bank Guarantee'** in favor of Assam Petro-chemicals Limited., from any Indian Scheduled Bank; or from any Indian branch of an International Bank payable at Namrup, Dibrugarh, Assam or **'Bank Guarantee' as per the format given in Form -4 of the bidding documents..** Scan copy of EMD document to be attached along with Un-priced Bid and the hard copy of the same has to reach at Marketing Department within 10(ten) days from the date of opening of Un-priced Bid.

- 21.2** The 'Bid Security' is required to protect APL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB:Clause-21.7".
- 21.3** APL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 21.4** Any Bid not secured in accordance with "ITB: Clause-21.1 & Clause-21.3" may be rejected by APL as non-responsive.
- 21.5** Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned without any interest upon issue of LOI to a successful bidder as promptly as possible, but not later than 'thirty [30] days' after finalization of tender or can be refunded in case of cancellation/re-tendering or deferment of contract by more than 180 days. Also, EMD of late Bids/where Un-priced bids are not opened, shall be returned after priced bid opening. In case of the successful bidder, the same shall be returned after the order/contract is effective and contract performance bank guarantee is submitted. However, in HOD/Owner decided to cancel /annual enquiry/ Bidding Document at any stage, during the bidding process but before the award of work/items ( as applicable), EMD of the bidders shall be returned without any interest at the earliest from the date of such decision.
- Note:** Effective date of order/Contracts shall be as per the prevailing procedure i.e. Letter of Award/Contract/signing of the Contract as the case may be.
- 21.6** The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 52 & 55 of ITB. However, the EMD deposited shall be retained and adjusted towards the Security deposit for the fulfilment of the job. The company will forfeit the EMD in case the successful bidder fails to execute the job.
- 21.7** Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'

- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
  - (i) to acknowledge receipt the "Notification of Award" / "Letter of Intent [LOI]"
  - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB:Clause-55"
  - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

**21.8** In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

**21.9** **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 37 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security. However, Traders/Dealers/Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD. EMD shall not be required to be submitted by Micro & Small units registered with District Industries Centres or Khadi & Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with valid certificate as well as by Indian Central Public Sector Undertakings/Enterprises.

## **22** **FORMAT AND SIGNING OF BID:**

**22.1** The bidder shall submit e-bid as per the provisions given in this bidding document in Govt. of Assam's Public Procurement Portal <https://assamtenders.gov.in/nicgep/app> as per the guidelines given in the bid document.

**22.2** The e-bid shall be signed (e-signed) by the person duly authorized to sign on behalf of the bidder and having valid POA for the same at the time of bid submission. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the e-signed documents, should indicate the details of the signatories Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

## **23** **CHECK LIST FOR SUBMISSION OF BID**

**23.1** To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid', as per **FORM F-14 to ITB** has been enclosed.

**23.2** Bidder is required to fill the checklist and submit along with the bid for ready reference.

## **24.** **DEADLINE FOR SUBMISSION OF BIDS:**

**24.1** The bid must be submitted on line at Govt. of Assam's Public Procurement Portal <https://assamtenders.gov.in/nicgep/app> within due date and time for bid submission as specified in NIT / LIB and all envelopes containing the documents in physical form shall preferably be within the bid due date but not later than the time period specified in NIT/LIB.

**24.2** APL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of APL and the Bidders, previously subject to the original deadline will thereafter be subject to the

deadline as extended. Notice for extension of bid submission date will be uploaded on APL's website and /or Assam Government Tenders communicated to the bidders. Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender /Letter Inviting Bid or any extension thereof as duly notified in writing by APL on e-tender site <https://assamtenders.gov.in/nicgep/app>.

- 24.3** Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time. Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc. since this exercise require activities from Service Provider for Govt. of Assam's CPP Portal and needs time. In the event of failure in bidder's connectivity with APL/Service Provider during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

**25 LATE BIDS/UNSOLICITED BIDS /BID SUBMISSION AT OTHER PLACE:**

- 25.1** E-system of APL shall close immediately after the deadline for submission of bid prescribed in the NIT/ LIB. Any Bid received by APL after the deadline for submission of bids will be declared "Late Bid" and shall be rejected.
- 25.2** Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date &time.

**26 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 26.1** The bidder may modify, re-submit or withdraw its e-bid after its submission in the Assam Govt. Tenders portal, but before the due date and time of submission as per provision of e- tendering system of APL. No bid can be modified after the deadline for submission of e-bid.
- 26.2** No bid shall be allowed to be withdrawn in the intermediate period between the deadline for submission of e-bids and the expiration of the period of bid validity. Withdrawal of a bid during this intermediate period shall result in the bidder's forfeiture of its bid security/EMD in line with the provision of the bidding document.
- 26.3** There are two specific features in the Portal viz, "Withdraw" and "Re-Submission". Modification and withdrawal of bids shall be as follows:-

**FOR e-BIDDING (e-Tendering):**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document. Bidders should not use the feature "withdraw" unless they have decided to withdraw their e-bids. It is to be noted that once "withdraw" feature is used they will not be allowed to re-submit their e-bid against this Tender Enquiry. In case a Bidder desires to change his e-bid for any reason before bid due date, Bidder shall use "Re-Submission" feature.

**27 MULTIPLE /ALTERNATIVE BID**

- 27.1** A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

i) All bids submitted by such bidder (say 'A') directly & indirectly, shall be stand rejected and EMD, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.

ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor



is not submitting alternative/ multiple bids.

**27.2** A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

**27.3** Alternative bids are not acceptable.

## **[E] BID OPENING AND EVALUATION**

### **28 OPENING OF TECHNO-COMMERCIAL BIDS:**

**28.1** The Techno-commercial part (Un-priced Bid consisting of Part-II) of the Bid shall be opened online, at the specified date and time given in the NIT / LIB as per Instruction to Bidder for e-tendering. In presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BIDS. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

**28.2** Bidders can witness e-bid opening by logging on to the E-Tendering Portal through their system using their valid digital signature/certificate or at APL, Office Complex, Namrup

**28.3** During the opening of Un-priced Part (Part-II) and EMD (Part-I), only the names of agencies who have quoted and furnished EMD shall be declared/ can be viewed in the Assam Govt. Tenders Portal

**28.4** In the event the specified due date of opening of e-Bid being declared a holiday for APL, then next working day shall be the due date of e-Bid opening.

### **29 CLARIFICATION OF BIDS**

**29.1** Bidder should submit all the details called for along with their e-bid. However, Owner/APL may give opportunity to the bidders to submit missing details or clarifications on the Bid within the stipulated time. In case these are not submitted within stipulated time, offer of bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected. No change in the price or substance of the bid shall be permitted unless specifically sought by APL/Owner.

**29.2** During evaluation, Owner/APL may request Bidder for any clarification on the Bid, additional or outstanding documents. Bidder shall submit all additional documents in Original and 3 copies.

**29.3** Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussions. The representative (s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues with the exception of Price implications, wherever applicable. Bidders will be asked to submit price implication in sealed envelopes, if considered necessary by APL, due to change in the scope of work or conditions of contract.

### **30 EVALUATION OF TECHNO –COMMERCIAL BIDS:**

**30.1** Prior to detailed evaluation of bids, the Owner / APL will determine whether each bid

(i) is accompanied by required EMD

(ii) fulfils the experience, financial criteria and other requirements as specified in BQC of NIT

(iii) totally comply to the requirement of bidding document including submission of authenticated/original documents as specified in the bidding document.

The Owner / APL will examine the bids to determine whether they are complete in nature, the bids are generally in order and are responsive to the Bidding documents.

- 30.2** A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the Owner / APL's rights or the Bidder's obligations as envisaged in the Bidding Documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3** The Owner / APL will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents on the basis of details/documents submitted by the bidder in the bid at the first instance. In order to reach such a determination, the Owner / APL will take into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
  - (b) Any other relevant factor, if any that Owner / APL deems necessary or prudent to be taken into consideration.
- 30.4** No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, may render the bid liable for rejection.
- 30.5** Owner / APL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by Owner / APL.
- 30.6** Bidders shall however note that no revision in quoted Rates shall be allowed, in case bidder still stipulate the deviations which are not accepted by the Owner / APL and are required to be withdrawn by the bidder in favor of stipulations of the bidding documents.
- 30.7** Owner / APL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.
- 30.8** Directives issued by Govt. of Assam from time to time shall be given due consideration during bid evaluation.

### **31 OPENING OF PRICE BID:**

- 31.1** Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened online. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. The Price Bid opening shall be carried out in e-tender portal and Bidders can also witness the price bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate. The techno-commercially acceptable bidder shall be able to view online the price sheets of other techno-commercially acceptable bidders in their respective windows, after priced bid opening as per Instruction to Bidders for e-procurement. During price bid opening, only total price and rebate as quoted shall be read out.

### **32 ARITHMETIC CORRECTIONS:**

- 32.1** During evaluation of price, if some discrepancies are found between the rate/amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding





upon the Bidder. The Owner/APL for any arithmetic errors will check bids determined to be substantially responsive. Errors will be corrected by the Owner/APL as follows:

- (i) When there is a difference between the rates in figures and words, the rate, which corresponds to the amount worked out by the transporter (by multiplying the quantity and rate), shall be taken as correct.
- (ii) When the rate quoted by the transporter in figures and words tallies but the amount is incorrect, the rate quoted by the transporter shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

### **33. EVALUATION OF PRICE BIDS**

**33.1** Any uncalled for lump-sum/ percentage or adhoc reduction/ increase in prices offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

**33.2** The price bids of the Bidders shall be rejected as non responsive if they do not quote rates for certain items and APL estimate for such items is more than 10% of their total quoted price for the subject work. In case a Bidder does not quote for any items of Schedule of Rates/Prices and the APL estimate for such items is less than 10% of their total quoted price, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders. If after evaluation, such Bidder happens to be the lowest evaluated Bidder, the rates for the missing item shall be the lowest rates quoted by other bidders for award of the work. However, this clause is not applicable for pre-filled SOR/BOQ.

**33.3** In case prices are not filled up in the Priced Bid as per enclosed formats and are not as per the requirements of the Bidding document, the same shall not be considered for evaluation.

**33.4** The Prices quoted by Bidders i.e. BOQ shall be considered for the purpose of evaluation. Bidder shall quote Price increase/decrease, maximum upto two decimal places. In case increase or decrease is not clear in terms of (+) or (-) indicated by the bidder it shall be considered as (+) and bids shall be evaluated accordingly.

Any uncalled for lump-sum/ percentage or adhoc reduction/ increase in prices offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

The subject Contract is a Service. Present rate of Tax for Services is 18% on the total contract price. GST shall not be considered for evaluation as input tax credit shall be available to Owner. In case of Tie between two or more bidders at L-1 Position, all the L-1 bidders shall be asked to submit discount over previous quoted rate in a sealed envelope/NIC (Un-priced and Priced). The process shall be repeated till final L-1 position is established.

**33.5** Conditional discount, if offered, shall not be considered for evaluation/award.

**33.6** All tenders shall be evaluated and contracts shall be finalized on overall lowest price bid basis.

**33.7** The Purchase Preference, if applicable, to Central/State PSUs shall be considered during evaluation of bids as per the existing Govt. Guidelines.

### **34. UNSOLICITED POST TENDER MODIFICATION**

**34.1** Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether

resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner/ APL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner/APL and are required to be withdrawn by him in favor of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

**34.2** In the event of any suo-moto price increase sought by a bidder subsequent to the bid due date and which is not as a result of any change in scope of work or terms and conditions, the bid of such a bidder shall be rejected.

**34.3** After opening of price bid, if the bidder increases the price, though within the validity period and even though the offer remains lowest, the bid should be rejected. In such event, the EMD of bidder shall be forfeited and shall not be considered for future enquiries for such actions.

**34.4** Suo-moto Price reduction after bid opening are to be ignored for evaluation. However, if the same bidder happens to be the lowest based on original price bids, the benefit of such reduction may be availed of while placing order.

**35 CONTACTING THE OWNER:**

**35.1** From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

**35.2** Any effort by the Bidder to influence the Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

**36 PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

**36.1** Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

**NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / TRANSPORTERS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Transporters/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in APL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the transporter/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Assam Petro-chemicals Limited, to such Vendors/Suppliers/ Transporters/Bidders/ Consultants.

The Transporter/ Bidder/understands and agrees that in such cases where Transporter/bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Assam Petro-chemicals Ltd., such decision of Assam Petro-chemicals Limited shall be final and binding on such Transporter/Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

**37 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**



**37.1** Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

**37.2** The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

**The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.**

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

**37.3** If against an order placed by APL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be



furnished by the successful bidder at the time of submission of invoice/Bill.

**38 AHR ITEMS:**

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated Items rates, such items will be considered as Abnormally High Rates Items (AHR) and Payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- (I) Rates as per SOR, quoted by the transporter.
- (II) Rate of the item, which shall be derived as follows:

Based on rates of machine and labor as available from the contract (which includes transporter's supervision, profit, overheads and other expenses).

In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover transporter's supervision profit, overhead & other expenses.

**39 VENDOR PERFORMANCE EVALUATION:**

Shall be as stipulated Annexure II to ITB herewith

**40 INCOME TAX & CORPORATETAX:**

- 40.1** Income tax deduction shall be made from all payments made to the transporter as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 40.2** Corporate Tax liability, if any, shall be to the transporter's account.
- 40.3** Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 40.4** MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ transporter/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ transporter/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ transporter / service provider/ consultant shall be processed only after fulfillment of above requirement

**41 SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the State Government of Assam in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, under State Government of Assam. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated

by the Arbitrator.

#### **42. DISPUTE RESOLUTION & ARBITRATION**

- a. Unless otherwise specified, in all cases of dispute which cannot be settled by mutual negotiation the matter shall be referred for arbitration and the disputes of differences shall be finally settled and binding on both PARTIES by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by Assam Petro-chemical Limited.
- b. Arbitration will follow the Arbitration & Conciliation Act 1996 or the rules of the Indian Council of Arbitration, as may be agreed by the two PARTIES.
- c. The arbitrator shall give reasoned award. The award aforesaid shall be final and binding on the PARTIES to the CONTRACT.
- d. The PARTY invoking arbitration shall specify the dispute or disputes to be referred to be arbitration.
- e. Both PARTIES shall continue to fulfill their respective obligation under CONTRACT during the arbitration proceedings.
- f. The venue of arbitration shall be at Dibrugarh, Assam and the language to be used in the arbitral proceedings shall be English.
- g. It is also a term of the CONTRACT that if the CONTRACTOR does not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the OWNER that the bill is ready for payment, the claim of the CONTRACTOR will be deemed to have been waived and absolutely barred and OWNER shall be discharged and released of all liabilities under the CONTRACT in respect of these claims.
- h. The decision of the HOD regarding the quantum of reduction as well as his justification in respect of reduced rates for sub-standard work, which may be decided to be accepted, will be final and would not be open to arbitration.
- i. Subject as aforesaid, the provision of Indian Arbitration & Conciliation act, 1996 and any statutory modification or re-enactments thereof and unless made their under and for the time being, in force shall apply to the arbitration proceedings under this clause.

#### **43. TERMINATION OF CONTRACT**

- a) Prior to OWNER invoking any of its rights under clause (b) and (c) below, the PARTIES shall meet and discuss any outstanding of the other PARTY'S position. All efforts shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.
- b) OWNER may by written notice to CONTRACTOR, terminate CONTRACT whenever OWNER deems such termination to be in its best interests. Upon such termination, the provisions of clauses (d) and (g) below shall be applicable.
- c) If CONTRACTOR shall neglect to execute WORK with due diligence or expedition, or shall refuse or neglect to comply with any reasonable order given to it in writing by OWNER in connection with WORK, or shall contravene any of the provisions of the CONTRACT, OWNER may give notice in writing to CONTRACTOR calling upon it to make good the failure, neglect or contravention complained of, within a period of 15 (fifteen) DAYS. In CONTRACTOR'S default of compliance with any such notice, OWNER may without prejudice to its rights rescind or terminate CONTRACT.
- d) Upon notice of termination by OWNER pursuant to clause (b) OWNER may require CONTRACTOR to:
  - 1) Terminate all work
  - 2) Deliver to OWNER, Plans prepared or acquired for WORK.

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- e) On termination by OWNER under clause (c) above OWNER may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or company to execute the same and has the right to make use of the amount withheld towards the cost of such WORK by giving notice in writing of its intention of doing so to CONTRACTOR.
- f) In case of termination under clause (b) above, OWNER shall elect to carry out by itself or by any other person WORK necessary to complete WORK/Jobs.
- g) Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

**GOVERNING LAW:**

This Contract shall be governed and constructed in accordance with the laws of India as well the State of Assam and courts of Dibrugarh/Guwahati (M) shall have the exclusive jurisdiction under this Contract.

**JURISDICTION:**

In case of any dispute or difference arising out of or in relation to this Contract including dispute or difference as to the validity of this Contract or interpretation of any of the provisions of this Contract, the courts at Dibrugarh/Guwahati (M) shall have exclusive jurisdiction in all such matters.

**44. BILLING SYSTEM:**

ORIGINAL Bills/Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on “top left corner of the envelope” with “address” as under:

- (a) Top left corner of the envelope

Vendor Code: \_\_\_\_\_

LOA/PO No.: ..... Date .....

Bill/ Invoice No.: ..... Date .....

Invoice Value: Rs. .... Indenting Dept. .... Job/Supply of .....

- (b) Address:

**To,**

In case of LOA/Contract	In case of PO
<b>HOD (Marketing Department)</b> <b>M/s Assam Petro-chemicals Limited</b> (A Government of Assam Undertaking), PO: Parbatpur, Namrup Distt.: Dibrugarh, Assam, Pin Code:786623, Phone no. 0374 2500331 / 246/518	<b>Marketing Department</b> <b>M/s Assam Petro-chemicals Limited</b> (A Government of Assam Undertaking), PO: Parbatpur, Namrup Distt.: Dibrugarh, Assam, Pin Code:786623, Phone no. 0374 2500331 / 246/518

**45 TRANSPARENCY:**

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which APL shall respond quickly.

**46 SUBLETTING & ASSIGNMENT:**

- 46.1** The transporter shall not, save with previous consent in writing of the HOD, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the transporter from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Transporter along with each invoice/ bill. In addition to above, clause no.37.0 of GCC also to be referred.

**47 DIRECT PAYMENTS TO SUB-VENDORS/SUPPORTING AGENCIES OF MAIN TRANSPORTER**

Normally, the payment is to be made to Vendor/Transporter only as per provision of contract. During execution, in case of financial constraints, APL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/transporters from any of their bills under process upon certification by HOD subject to receipt of such request from the vendor/transporter. Further, the request for direct payments to the sub-vendor / sub-transporter shall be considered in performance evaluation of such vendor/ transporter.

**48 PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT, 2007:**

As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific

Provision in the tender be made which makes it incumbent on the supplier to transport the contracted material /supplies only through registered common carriers.

a) Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.

b) Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

**49 QUARTERLY CLOSURE OF CONTRACT:**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issues (s), during the execution of contracts, APL has introduced a mechanism of quarterly closure of contracts, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors / Transporters are required to co-operate with HOD of Marketing Dept, APL for proper implementation of this mechanism for smooth execution of the contract.



**[E] AWARD OF CONTRACT****50 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- 50.1** Owner/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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for APL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which APL shall respond quickly.
- 50.2** In the opinion of Owner/APL, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by Owner shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

**51 NOTIFICATION OF AWARD / LETTER OF INTENT:**

- 51.1** The lowest evaluated Bid shall be accepted for award by Owner. Bidder, whose bid is accepted by Owner, shall be issued Letter of Intent (LOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI.
- 51.2** Prior to the expiry of 'Period of Bid Validity', APL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Letter of Intent [LOI]" through fax/e-mail, that his Bid has been accepted. The notification of award / Letter of Intent will constitute the formation of the Contract.
- 51.3** Owner/ APL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful Bidders as regards to non-acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, Owner/ APL shall correspond only with the successful Bidder.
- 51.4** If a bidder backs out after issue of LOI, the bidder shall be debarred for future tenders and the EMD of the bidder shall be forfeited. In that event re-tendering shall be done for that particular zone.
- 51.5** Contract period shall commence from the date of issue of "Detailed Letter of Award" or as mentioned in the Notification of Award/ Letter of Intent [LOI]. The "Detailed Letter of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-52".

Upon the successful Bidder's / Transporter's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-55", APL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-21"

**52. CONTRACT AGREEMENT**

- 52.1** APL will award the Contract to the successful Bidder, who, the Contractor shall execute a formal contract with Owner **within 30 (Thirty) Days** specified period from the date of issue of Detailed Letter of Award on a non-judicial stamp paper of value not less than Rs. 100/-. The cost of non-judicial stamp paper shall be borne by the Contractor.
- 52.2** Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by and between the Owner/APL and the successful bidder, shall constitute a binding contract between the successful Bidder and the Owner based on terms and conditions contained in the aforesaid documents and the finally accepted prices.

**52.3** The contract shall be signed directly by and between Owner and Contractor.

**52.4** The Contract document shall consist of the following:

- i) Contract Agreement.
- ii) Detailed Letter of Award (LOA) along with and its enclosures including schedule of rates.
- iii) Amendment/Addendum/Corrigendum to original Bidding Document issued, if any.
- iv) Original Bidding Document.
- v) Letter of Intent (LOI)
- vi) Any other relevant correspondence/letters/emails if any

### **53 CARTEL FORMATION**

**53.1** In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future

### **54 ERRANT BIDDER**

**54.1** In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, Owner/APL shall forfeit the Earnest Money submitted by the bidder and such bidders shall also be debarred from participation in re-tendering of the same job(s)/item(s) in future.

### **55 CONTRACT PERFORMANCE BANK GURANTEEE :**

**55.1** Within 30 days from the receipt of the Detailed Letter of Award (LOA) from APL, the successful bidder shall furnish the Contract Performance Security/Guarantee) for an amount equivalent to 10% (ten percent) of the Annualized Basic Contract Value in accordance with General Conditions of the Contract (GCC)/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

**55.2** **The contract performance security specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document is towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).

**55.3** Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**55.4** The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the





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ceiling of awarded contract price, the transporter should furnish additional security deposit/CPBG.

### 56 **E-PAYMENTS:**

**56.1** APL has initiated payments to Suppliers and Transporters electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

**Annexure-I**  
**PROCEDURE FOR ACTION IN**  
**CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE**  
**PRACTICES**

**A Definitions:**

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 “Fraudulent Practice” means and includes any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

“Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

“Vendor/Supplier/Transporter/Consultant/Bidder” is herein after referred as “Agency”

“Appellate Authority” shall mean Committee of officers constituted by Competent Authority

“Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director”/ MD concerned.

“Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

“Investigating Agency” shall mean any department or unit of APL investigating into the conduct of Agency/ party, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

**B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice****B.1 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with APL for a period specified in para. B 2.2 below from the date of issue of banning order.

**B.2 Irregularities noticed after award of contract****(i) During execution of contract:**

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with APL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices are observed shall be suspended with immediate effect by HOD/Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the Transporter on account of work already executed by him shall be payable to the Transporter and this amount shall be subject to adjustment against any amounts due from the Transporter under the terms of the contract.

No risk and cost provision will be enforced in such cases.

**(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:**

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with APL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

**(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period**

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with APL for a period specified in para B 2.2 below from the date of issue of banning order.

**B.2.2 Period of Banning**

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ transporter is a threat to the National Security, the banning shall be for indefinite period.

**C Effect of banning on other ongoing contracts/tenders**

**C.1** If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

**C.2** However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

**C.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

**C.3.1** After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

**C.3.2** After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

**C.3.3.** After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

## **D. Procedure for Suspension of Bidder**

### **D.1 Initiation of Suspension**

Action for suspension business dealing with any agency/(ies) shall be initiated by Concerned Department /Marketing Department when

(i) Marketing Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Marketing Department based on the input from investigating agency, forward for specific immediate action against the agency.

(iii) Non performance of Vendor/Supplier/Transporter/Consultant leading to termination of Contract/Order.

### **D.2 Suspension Procedure:**

**D.2.1** The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and to User Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

**D.2.2.** During the period of suspension, no new business dealing may be held with the agency.

**D.2.3** Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

**D.2.4** The decision regarding suspension of business dealings should also be communicated to the agency.

**D.2.5** If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from APL.

The competent authority to approve the suspension will be same as that for according approval for banning.

### **D. 3 Effect of Suspension of business:**

Effect of suspension on other on-going/future tenders will be as under:

**D.3.1** No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

**D.3.2** If an agency is put on the Suspension List during tendering:

**D.3.2.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

- D.3.2.2** after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3** after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.
- D.3.3** The existing contract (s)/order (s) under execution shall continue.
- D.3.4** Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of APL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- E. Appeal against the Decision of the Competent Authority:**
- E.1** The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2** Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3** Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F.** Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

**Annexure-II****PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS / SUPPLIERS / CONTRACTATORS / CONSULTANTS****1.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with APL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

**2.0 METHODOLOGY****i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendors/ Suppliers/Contractors/ Consultants for all orders/Contracts with a fixed value as mentioned in Tender and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

**ii) Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendors/ Suppliers/Contractors/ Consultants would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

**iii) Initiation of Measures:**

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendors/ Suppliers/Contractors/ Consultants Response of Vendors/ Suppliers/Contractors/ Consultants would be considered before deciding further course of action.

**iv) Implementation of Corrective Measures:**

Based on the response of Vendors/ Suppliers/Contractors/ Consultants, concerned HOD and/or In-charge in case of would recommend for continuation or discontinuation of such party from the business of APL.

**v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.****3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTOR CONSULTANTS****3.1 FOR PROJECTS**

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, HOD shall prepare a Performance Rating Data Sheet (Format at Annexure-A) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action need to be initiated by HOD:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractors/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

(A) Where Performance rating is “POOR”:

Recommend such defaulting Vendors/ Suppliers/Contractors/ Consultants for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendors/ Suppliers/Contractors/ Consultants or Repeated Offence: **Three Years**

Non-performance of a Vendors/ Suppliers/Contractors/ Consultants leading to termination of Contract/ Order, such Vendors/ Suppliers/Contractors/ Consultants are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendors/ Suppliers/Contractors/ Consultants to improve their performance

### 3.2 **FOR CONSULTANCY JOBS**

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

### 3.3 **FOR OPERATION & MAINTENANCE**

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-A) shall be prepared for Orders by Marketing Department and for Contracts/Services by respective HOD.

iii) Depending upon Performance Rating, following action need to be initiated by Site Marketing Department:



Sl. No.	Performance Rating	Action
1	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	No further action

iv) Reply from concerned Vendors/ Suppliers/Contractors/ Consultants shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendors/ Suppliers/Contractors/ Consultants for putting on Holiday for a period from one to three years as given below:

(i) Poor Performance due to reasons other than Quality : **One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendors/ Suppliers/Contractors/ Consultants or Repeated Offence: **Three Years**

Non-performance of a transporter leading to termination of Contract/ Order such Vendors/ Suppliers/Contractors/ Consultants are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/ Suppliers/Contractors/ Consultants to improve their performance

#### 4.0. **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants

- i) Orders/Contracts below the eligible value.
- ii) One time Vendor/ Supplier/Contractor/Consultant.
- iii) Orders for Misc. /Administrative items/ Non stock Non valuated items.

However, concerned HOD/ In-charge will continue to monitor such cases so as to minimize the impact on sales turnover due to non-performance of Vendors/ Suppliers/Contractors/ Consultant in all such cases.

**5.0. REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY:**

**5.1** An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendors/ Suppliers/Contractors/ Consultants is put on holiday due to quality, and new order is placed on bidder after restoration of transporter, such order will be properly monitored during execution stage by the concerned site.

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by APL:-

a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.

b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.

c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of APL to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by APL. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, APL can also De-list the Agency in addition to Holiday. In the mean-time, further tenders will not be issued to such an Agency. Offer of such an Agency shall not be considered in APL tenders.

**6.0 EFFECT OF HOLIDAY:**

**6.1** If a transporter is put on Holiday, such transporter should not be considered in ongoing tenders/future tenders.

**6.3** However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract. Effect on other ongoing tendering:

**6.3.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

**6.3.2** after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

**6.3.3** After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

**7.0** While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

**8.0** If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to APL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

**9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and MD. For all other cases committee of HOD's shall constitute by Competent Authority

**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**Annexure-A****ASSAM PETRO-CHEMICALS LIMITED  
PERFORMANCE RATING DATA SHEET**

- i) Project/Work Centre :
- ii) Order/ Contract No.& date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value(Rs.) :
- v) Name of Transporter
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

(#) Transporter who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-transporter due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(\*) Allocation of marks should be as per enclosed instructions

(\*\*) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of  
Authorised Signatory:

Name:

Designation:

### Instructions for allocation of marks

1. Marks are to be allocated asunder:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8weeks	30
	” 10weeks	25
	” 12weeks	20
	” 16weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8weeks	30
	” 10weeks	25
	” 16weeks	20
	” 20weeks	15
	” 24weeks	10
	More than 24 weeks	0

#### 1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality Failure endanger System integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations $\leq 2$ 3. No. of deviations $> 2$	5 marks 2 marks 0 marks

**1.3 RELIABILITY PERFORMANCE**
**20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
i)	Submission of order acceptance, agreement, PBG, and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



**ANNEXURE-III****(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)****(Ready Reckoner to Participate in APL e-tender through Assam Tenders of NIC)**

**E-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by APL will be outright rejected. Tender documents can be downloaded from our website <https://www.assampetro-chemicals.co.in> OR <https://assamtenders.gov.in/nicgep/app/app>

Bids are to be submitted on Assam Government Website <https://assamtenders.gov.in/nicgep/app>

The bidders should have a **valid digital signature certificate (Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender.

The bids shall be uploaded in **Three parts** {**Part-I:** EMD & BID Security, **Part-II** Techno-Commercial Un Priced Bid and **Part-III:** Price Bid) in respective folders provided in the website in electronic form only through e-tendering system on website of <https://assamtenders.gov.in/nicgep/app>

**Note: e-Procurement system does not allow submission of offer after due date of tender. Incomplete form or non-submission of documents to verify details shall result into rejection of your offer and no communication shall be done for submission of documents.**

**Bids should be submitted as per following instructions only:**

**PART-I: EMD/ Bid Security**

EMD/ Bid Security, in the form of Crossed Demand Draft (DD) or irrevocable Bank Guarantee of requisite amount, shall be submitted as specified in NIT/LIB in the following manner:

Original EMD: Preferably within Bid Due Date but not later than Ten (10) calendar days from the date of Un-priced Bid Opening

Copy of Original EMD: Scanned & uploaded in designated folder in e-Tendering Portal <https://assamtenders.gov.in/nicgep/app> along with Un-priced /Techno-commercial Bid.

In case of exemption of EMD, the scanned copy of the authenticated requisite documents (certificate/letter etc.) as specifically mentioned in NIT/LIB shall be uploaded in e-tender website. However, original of the same should be sent to APL within 10 days from the date of Un-priced Bid Opening.

**PART-II "TECHNO-COMMERCIAL / UN-PRICED BID"**

This folder shall contain the following documents duly stamped & signed by Bidder and to be uploaded in e-tender website:

- 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- 'Bidder's General Information', as per 'Form F-1'.
- 'Bid Form', as per 'Form F-2'
- Copies of documents, as required in 'Form F-3'
- As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- 'No Deviation Confirmation', as per 'Form F-6'
- 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'.
- 'Agreed Terms and Conditions', as per 'Form F-10'
- 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- Duly attested documents in accordance with the **"BID EVALUATION CRITERIA [BEC]"**

establishing the qualification.

- Undertaking on the Letterhead, as per the **Form F-12**.
- Bidder's experience, as per **Form F-13**
- Power of Attorney (POA) for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be digitally signing the bid and any consequence resulting due to such signing shall be binding on the bidder. The Bidder shall submit POA, in original, on non-judicial stamp paper of appropriate value, in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, duly notarised copy is also acceptable.
- Any other information/details required as per Bidding Document
- All forms and Formats including Annexure.
- Tender Document duly signed/ digitally signed by the Authorized Signatory.
- Additional document specified in Bidding Data Sheet (BDS).
- Scanned copy of Bid Security/EMD as per details mentioned in NIT (to be uploaded in e-tendering portal).
- Scanned copy of duly authenticated documents in support of meeting the Experience and Financial criteria as per NIT

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

### **PART III: PRICE BID:**

- The Prices are to be submitted strictly as per the format uploaded in the e- tender portal of Schedule of Rate (SOR /BOQ ) and no stipulation, overwriting, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Priced bid. APL/ Owner shall not take cognizance of any such statement and may at their discretion reject such Priced Bid.
- Deviation to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).
- Bidders must fill their name in the price bid of at the designated place of SOR before submission through e-tender portal.
- Bidder to upload the following Forms/document as part of their complete price bid on the e-tender website after downloading the "Schedule of Rate" file from the below website and converting it into RAR format at the designated place of the Assam Government Tender Portal <http://https://assamtenders.gov.in/nicgep/app>
- Preamble to SOR, duly signed and stamped on each page
- Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR/BOQ format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of Un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- In case any bidder does not quote for any location(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted locations is 10% or less of his quoted price, then the unquoted location(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- Duly filled, signed and stamped Summary of Price strictly as per the BOQ. Price Bid i.e. BOQ given

with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

- Blank fields in uploaded BOQ sheet will indicate that the particular tax or duty is not applicable (not payable by APL). **Landed cost** shown in the BOQ sheet is the total amount payable by APL including all taxes and **Evaluated Cost** shown in last column of BOQ sheet is the amount on which Lowest bidder will be decided.

**Vendor should quote prices in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection. The rate is to be quoted in Rs/MT in the BOQ.**

**It is mandatory for tenderer to have a valid digital signature certificate (Class-II or Class-III issued in the name of Company) issued by any of the valid Certifying Authority approved by Government of India for participation in the Tender fee. Further the tenderer shall ensure that said digital signature has enough future validity period to facilitate the tenderer to participate in the eRA. Accordingly, wherever, the validity is expiring, the tenderer shall take due care to get it extended before its expiry.** The cost of obtaining such digital signature shall be borne by respective tenderer. As valid digital signature is one of the pre-condition for participation in eRA event, if any tenderer does not have valid digital signature or the same has expired on the date of eRA event, he will not be eligible to participate in the eRA event

### **1. General**

This section contains detailed instructions regarding bid submission procedure under Assam Government Tenders e-Portal Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in APL website in tender section:-

- 1) “Guideline for Bidder enrolment process to Participate in APL e-tender through CPP Portal of NIC”.**
- 2) “Bidder Manual Kit”**

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://assamtenders.gov.in/nicgep/app> OR [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)).

### **2. About e-Tender Portal(Web):**

Assam Government Portal e-tender under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://assamtenders.gov.in/nicgep/app/> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

### **3. Pre-requisite for participation in bidding process:**

The following are the pre-requisite for participation in e-Tendering Process:

#### **3.1 PC/Laptop with Windows OS, Internet Explorer:**

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://assamtenders.gov.in/nicgep/app> OR [www.assampetro-chemicals.co.in](http://www.assampetro-chemicals.co.in) → click downloads → click resources) and also refer Trouble Shooting (go to <https://assamtenders.gov.in/nicgep/app> → click Bidders Manual Kit → click Trouble shooting).

#### **3.2 Internet Broadband Connectivity:**

The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitting the Bids.

#### **3.3 A valid e-mail Id of the Organization/Firm:**

Bidder must possess an e-mail ID, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

#### **3.4 User ID and Password for new Bidder(s):**

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-tender. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://assamtenders.gov.in/nicgep/app> / [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in) sites and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a \* mark) are filled in the self- registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in APL website.

#### **3.5 Procedure for change of E-mail ID of the Bidder:**

Login E-Mail ID cannot be changed.

### **3.6 About Digital Signature:**

#### **(I) What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://assamtenders.gov.in/nicgep/app> → click Information about DSC.

Digital Signature is acceptable where individual is using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

#### **(II) Why Digital Signature is required?**

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

#### **(III) How to obtain Digital Signatures from Certifying Authority (CA)?**

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA\* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

**\*Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. [www.idrbtca.org.in](http://www.idrbtca.org.in)

For foreign bidder please refer:-<https://assamtenders.gov.in/nicgep/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

#### **4. How to submit On-line Bids/Offer electronically against E-tenders?**

Bidders who wish to participate against e-tenders uploaded on APL's e-tender under NIC CPP Portal website (<https://assamtenders.gov.in/nicgep/app>) (e-tender portal) should follow the steps Mentioned in the “**Bidders Manual Kit**” available on (go to <https://assamtenders.gov.in/nicgep/app> → click Bidders manual kit) which shall guide them to Search, Display/View, Download and Submit Electronic Bids/Offer online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from APL websites, but they must have to quote through e-mode only (CPP Portal).



## **5. How to search, view and download e-tender?**

Explained in **Bidders Manual Kit** which is available in APL website.

## **6.0 Content of Bid:**

### **6.1 Un-Priced Bid:**

The Un-Priced Bid - “SOR” (i.e. Part I – Technical Commercial Un-priced Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in <https://assamtenders.gov.in/nicgep/app/> for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 10( Ten) days from the date of Un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.



**6.2 Priced Bid:**

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to Upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

APL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

**7.0 e-Tender demo during pre-bid conference:**

During the Pre-Bid Conference, APL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

**8.0 Submission of documents:**

Bidders are requested to upload small sized documents preferably (**up to 25 MB**) at a time to facilitate easy uploading into e-tender portal. APL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

**9. Last date for submission of bids:**

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

**10. Internet connectivity:**

If bidders are unable to access APL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

**11. FAQ:**

For various frequently asked question Please visit <https://assamtenders.gov.in/nicgep/app/>  
→ click FAQ.

**12. e-Brochure:**

For e-brochure Please visit <https://assamtenders.gov.in/nicgep/app/>  
→ click Downloads → click e brochure (details & general).

**13. DSC for Foreign Bidders:**

For DSC for foreign bidders Please visit - <https://assamtenders.gov.in/nicgep/app/>  
→ click Downloads → click DSC for foreign bidders.

**14. System Malfunction Procedure:**

For system malfunction procedure Please visit - <https://assamtenders.gov.in/nicgep/app/>  
→ click Downloads → system malfunction procedure.

### 15. IT Resources:

For various IT resources Please visit → <https://assamtenders.gov.in/nicgep/app/>  
→ click Downloads --- Resources required. (Download Java for system compatibility).

### 16. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://assamtenders.gov.in/nicgep/app>  
→ click Downloads → Form for DSC deactivation for bidders.

### 17. Search Tender for Guest Users:

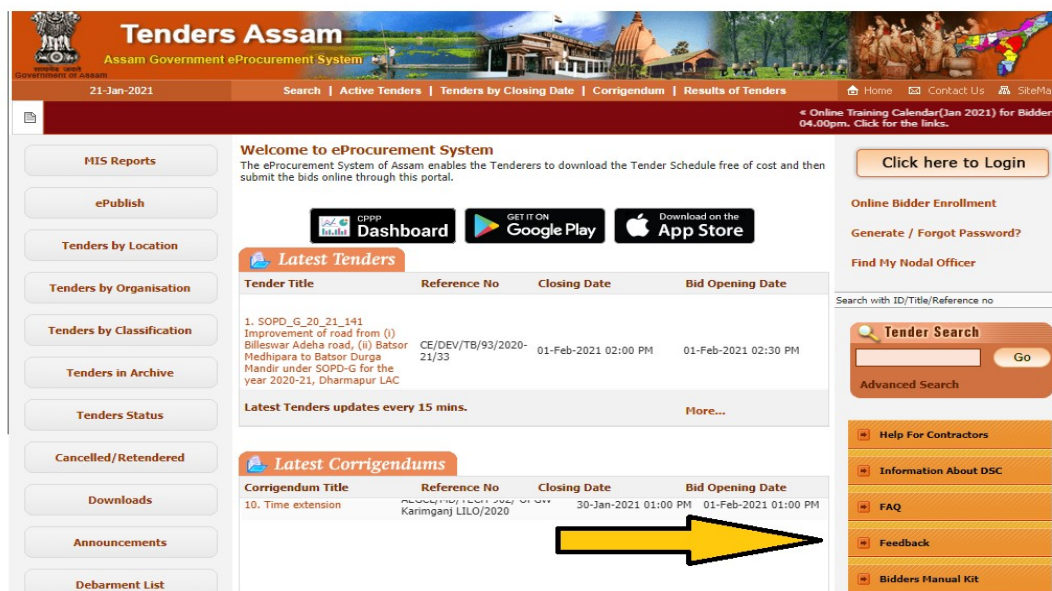
For tender search Please visit - <https://assamtenders.gov.in/nicgep/app/>  
→ click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.



The screenshot shows the 'Tenders Assam' website interface. On the left sidebar, the 'Tenders by Location' link is highlighted with a yellow arrow. The main content area displays 'Welcome to eProcurement System' and 'Latest Tenders' with a table of tender details.

Tender Title	Reference No	Closing Date	Bid Opening Date
widening and side drain (Ch. 0.00 to 3000.00 m), (3) Construction of	CE/DEV/TB/93/2020-	01-Feb-2021 02:00 PM	01-Feb-2021 02:30 PM

For various queries, manual, FAQs and information may please refer the link <https://assamtenders.gov.in/nicgep/app>



The screenshot shows the 'Tenders Assam' website interface. On the left sidebar, the 'Downloads' link is highlighted with a yellow arrow. The main content area displays 'Welcome to eProcurement System' and 'Latest Tenders' with a table of tender details.

Tender Title	Reference No	Closing Date	Bid Opening Date
1. SOPD_G_20_21_141 Improvement of road from (i) Billeswar Adeha road, (ii) Batsor Medipara to Batsor Durga Mandir under SOPD-G for the year 2020-21, Dharmapur LAC	CE/DEV/TB/93/2020-21/33	01-Feb-2021 02:00 PM	01-Feb-2021 02:30 PM



# Bidder manual kit: **Bidder will get various manuals for the following:**

- |   |   |  |
|---|---|--|
| 1 | Notice to Bidders                             | <a href="#"><u>notice_to_bidders.pdf</u></a>   |
| 2 | Registration of Bidders                       | <a href="#"><u>bidder_registration.pdf</u></a>   |
| 3 | Uploading of My Documents                     | <a href="#"><u>my_documents.pdf</u></a>  |
| 4 | Online e-Bid Submission                       | <a href="#"><u>two_cover_bid_submission.pdf</u></a><br><a href="#"><u>three_cover_bid_submission.pdf</u></a><br><a href="#"><u>four_cover_bid_submission.pdf</u></a><br><a href="#"><u>single_cover_bid_submission.pdf</u></a> |
| 5 | Online Bid Withdrawal                         | <a href="#"><u>bid_withdrawal.pdf</u></a>  |
| 6 | Online Bid Re-submission                      | <a href="#"><u>bid_resubmission.pdf</u></a>  |
| 7 | Clarifications (Tender Status, My Archive...) | <a href="#"><u>enquiry.pdf</u></a>   |
| 8 | Trouble Shooting                              | <a href="#"><u>troubleshoot_document.pdf</u></a>   |
| 9 | BoQ Preparation Guidelines                    | <a href="#"><u>BoQ_Help_Bidder_ItemRate.pdf</u></a><br><a href="#"><u>BoQ_Help_Bidder_ItemWise_Tax.pdf</u></a><br><a href="#"><u>BoQ_Help_Bidder_Percentage.pdf</u></a>  |

**HELP DESK (APL)**

Phone: 9864364108 /8309363129(only for e-tender queries)

Mobile: 9864364108 /8309363129

Email: [rlnapl@assamPetro-Chemicals.co.in](mailto:rlnapl@assamPetro-Chemicals.co.in)

**ANNEXURE-IV****BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

<b>A. GENERAL</b>			
<b>ITB clause</b>	<b>Description</b>		
<b>1.2</b>	The Invitation for Bids/ e-TENDER No. is : <b>e-TENDER NO.: APL/C&amp;P/Mktg/2022-23/034</b>		
<b>1.2</b>	The Employer/Owner is: <b>M/s Assam Petro-chemicals Limited</b>		
<b>2.1</b>	<b>Name of the Contract: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL &amp; FORMALIN FROM APL, NAMRUP &amp; RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".</b>		
<b>3</b>	BIDS FROM CONSORTIUM/ JOINT VENTURE		
	APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. BIDDING DOCUMENT</b>			
<b>ITB clause</b>	<b>Description</b>		
<b>8.1</b>	For <b><u>clarification purposes</u></b> only, the communication address is:  <b>Mr. Nava Bikash Borah, DGM(Contract &amp; Purchase)</b> Assam PETRO-CHEMICALS Limited, Namrup, P.O. Parbatpur, Dist., Dibrugarh Pin: 786623 Mob : +91 9435139178 Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>		
<b>C. PREPARATION OF BIDS</b>			
<b>16.9 to 16.11</b>	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers):		
<b>19</b>	Additional Provision for Schedule of Rate/ Bid Price are as under:		
<b>19</b>	The currency of the Bid shall be INR		
<b>20</b>	The bid validity period shall be three months from final 'Bid Due Date'.		
<b>D. SUBMISSION AND OPENING OF BIDS</b>			
<b>ITB clause</b>	<b>Description</b>		
<b>24</b>	The e-TENDER NO. of this bidding process is: <b>APL/C&amp;P/Mktg/2022-23/034</b>		
<b>29</b>	For <b><u>clarification purposes</u></b> only, the communication address is:  <b>Mr. Nava Bikash Borah, DGM(Contract &amp; Purchase)</b> Assam PETRO-CHEMICALS Limited, Namrup, P.O. Parbatpur, Dist., Dibrugarh Pin: 786623 Mob : +91 9435139178 Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>		

<b>28</b>	<b>The bid opening (Un-priced Techno Commercial) shall take place at:</b> <b>Mr. Nava Bikash Borah, DGM(Contract &amp; Purchase)</b> Assam PETRO-CHEMICALS Limited, Namrup, P.O. Parbatpur, Dist., Dibrugarh Pin: 786623 Mob : +91 9435139178 Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>  <b>Date : 31/05/2022 at 3:00 PM (IST)</b>																
<b>E. EVALUATION, AND COMPARISON OF BIDS</b>																	
<b>ITB clause</b>	<b>Description</b>																
<b>30</b>	Evaluation Methodology																
<b>F. AWARD OF CONTRACT</b>																	
<b>ITB clause</b>	<b>Description</b>																
<b>36</b>	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] <b>State: Assam</b>																
<b>55</b>	Contract Performance Security/ Security Deposit  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">APPLICABLE</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><b>YES</b></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td></td> <td style="text-align: center;"><b>NO</b></td> <td></td> </tr> </table> <p style="color: red; margin-top: 10px;"><b>Applicable: As specified in ITB of tender document.</b></p>	APPLICABLE		<b>YES</b>		NOT APPLICABLE		<b>NO</b>									
APPLICABLE		<b>YES</b>															
NOT APPLICABLE		<b>NO</b>															
<b>37</b>	Public Procurement Policy for MSEs : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">APPLICABLE</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><b>YES</b></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td></td> <td style="text-align: center;"><b>NO</b></td> <td></td> </tr> </table> <p style="margin-top: 10px;">Whether tendered item is non-split able or not-divisible :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">APPLICABLE</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><b>YES</b></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td></td> <td style="text-align: center;"><b>NO</b></td> <td></td> </tr> </table>	APPLICABLE		<b>YES</b>		NOT APPLICABLE		<b>NO</b>		APPLICABLE		<b>YES</b>		NOT APPLICABLE		<b>NO</b>	
APPLICABLE		<b>YES</b>															
NOT APPLICABLE		<b>NO</b>															
APPLICABLE		<b>YES</b>															
NOT APPLICABLE		<b>NO</b>															
<b>38</b>	Provision of AHR Item : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">APPLICABLE</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><b>YES</b></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td></td> <td style="text-align: center;"><b>NO</b></td> <td></td> </tr> </table>	APPLICABLE		<b>YES</b>		NOT APPLICABLE		<b>NO</b>									
APPLICABLE		<b>YES</b>															
NOT APPLICABLE		<b>NO</b>															



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2008 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

# **FORMS & FORMAT**



## **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	SUBMISSION OF DOCUMENTS AS PER BEC
F-20	CONDITIONS RELATED TO INTEGRITY

**BIDDER'S GENERAL INFORMATION****F-1**

To,  
M/s Assam Petro-chemicals Limited  
Namrup, P.O. Parbatpur, Dist. Dibrugarh, -786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHNOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: APL/C&P/Mktg/2022-23/034**

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID& Details)	
2 (a)	Status of Firm	Proprietorship      Firm/Partnership      firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
2 (b)	Copy of partnership deed/Memorandum and Articles of Association/Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
3	Name of Proprietor/Partners/Directors of 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:
7	Telephone Number	Mobile-
	[Mobile & Landline]	Landline-
8	NAME OF CONTACT PERSON E-mail ID	
9	Website	
10	Fax Number:	



# ASSAM PETRO-CHEMICALS LIMITED

(A Government of Assam Undertaking) | An ISO 9001:2008 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN Details	[Enclose copy of PAN Card]
17	We (Bidder) are cover under the definition of section 2 (n) of the MSME Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)</i>
18	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) Pl. specify (put tick mark) SC / ST / GENERAL OTHERS _____ <b>The MSE certificate to be attested by chartered accountant &amp; notarized by notary public.</b>
19	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
20	GSTIN	_____ Please submit GST Registration Certificate
21	Transporter Classification Mark (√) on the applicable one.	Registered Un-registered Compound Scheme <input type="checkbox"/> PSU,GOVT <input type="checkbox"/> SEZ <input type="checkbox"/>
22	START-UP	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ <b>The start-up certificate to be attested by chartered accountant &amp; notarized by notary public.</b>
23	EPF Registration no.	
24	ESI code no.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

SL. NO.	ZONES IN TENDER	QUOTED ZONE (YES / NO)
01	Northeast-1	
02	Northeast-2	
03	East (Destinations originating from Raninagar)	
04	North-1	
05	North-2	



**BID FORM**

**F-2**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST. DIBRUGARH -786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**E-TENDER NO.: APL/C&P/Mktg/2022-23/034**

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of  
"\_\_\_\_\_ including  
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda /Corrigenda Nos.\_\_\_\_\_.

**We confirm that this Bid is valid for a period of "six [06] months"** from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of\_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:



**LIST OF ENCLOSURES**

To,

**F-3**

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**Dear Sir,**

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. EMD / Bid Bond
7. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
**(To be stamped in accordance with the Stamp Act)**

Ref.:-----

Bank Guarantee No.:-----

Date:-----

**To**ASSAM PETRO-CHEMICALS LIMITED,  
P.O.PARBATPUR, NAMRUP  
DIBRUGARH, ASSAM, PIN – 786 006

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s ----- having their Registered/Head  
Office at ----- (hereinafter called the Bidder) wish to participate  
in the said tender for -----As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of----- is required to be  
submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable  
to be forfeited on the happening of any contingencies mentioned in the Tender Document.We, the ----- Bank at ----- having our Head Office-  
------(Local Address) guarantee and undertake  
to pay immediately on demand without recourse to the bidder by Assam PETRO-CHEMICALS Limited., the  
amount -----without any reservation,protest, demur and recourse. Any such demand made by APL, shall be conclusive and binding on us  
irrespective of any dispute or difference raised by the Bidder.This guarantee shall be irrevocable and shall remain, valid upto ----- (This date should  
be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further  
extension of this guarantee is required the same shall be extended to such required period on receiving  
instructions from M/s ----- on whose behalf this  
guarantee is issued.In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----  
----- day of ----- 20 ----- at -----

WITNESS:

(SIGNATURE)

(NAME):

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

\_\_\_\_\_  
Power of Attorney No.

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



**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY"**  
**BY "BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-20.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Owner confirming its net worth is as per the value of the each zone given in the table or equivalent along with documentary evidence.
7. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
8. The expiry date should be arrived at in accordance with "ITB: Clause-20.1".
9. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
10. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
11. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
12. If a Bank Guarantee is issued by a commercial Bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....



**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 PETRO-CHEMICALS LIMITED

NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**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 authorized representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letter head**" 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.



**F-6**

**NO DEVIATION" CONFIRMATION**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**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:



**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,  
COURT RECEIVERSHIP**

To,  
M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O. PARBATPUR, DIST. DIBRUGARH-786623

**F-7**

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**Dear Sir,**

We hereby confirm that we are not on 'Holiday' by APL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of APL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of APL that the bidder has given wrong declaration in this regard, the same shall be dealt, as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to APL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-8**

**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

**Dear Sir,**

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “

\_\_\_\_\_”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Owner is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE  
SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**BANK GUARANTEE No.****Dated:**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED

NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**Dear Sir(s),**

M/s. \_\_\_\_\_ having  
registered office at \_\_\_\_\_ (herein after called the "transporter" which  
expression shall wherever the context so require include its successors and assignees) have been  
awarded the work of \_\_\_\_\_ vide PO  
/LOI No. \_\_\_\_\_ dated \_\_\_\_\_ for M/s Assam PETRO-  
CHEMICALS Limited ( Government of Assam Undertaking), PO: Parbatpur, Namrup, Distt.:  
Dibrugarh, Assam -786623

The Contract conditions provide that the TRANSPORTER shall pay a sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_) as full  
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract  
Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full  
responsibility to indemnify M/s Assam PETRO-CHEMICALS Limited, in case of default.

The said \_\_\_\_\_ has approached us and at the  
request and in consideration of the premises we having our office at  
\_\_\_\_\_ have agreed to give such guarantee as hereinafter  
mentioned.

1. We \_\_\_\_\_ hereby undertake to  
give the irrevocable & unconditional guarantee to you that if default shall be made by M/s.  
in performing any of the terms and conditions of the tender or in payment of any money  
payable to M/s Assam PETRO-CHEMICALS Limited we shall on first demand pay  
without demur, contest, protest and/ or without any recourse to the transporter to you in  
such manner as you may direct the said amount of Rupees  
\_\_\_\_\_ only or such portion thereof not exceeding the said  
sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee,  
postpone for any time or from time to time the exercise of any of the powers and rights  
conferred on you under the contract with the said  
And to enforce or to forbear from endorsing any powers or rights or by reason of time  
being given to the said  
\_\_\_\_\_ and such postponement forbearance would not have the  
effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_





- \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said transporter but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the transporter is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the transporter fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the transporter till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (transporter) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Dibrugarh Court**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Transporter up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Transporter to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles



of Association and the undersigned has full power to do under the Power of Attorney,  
dated

\_\_\_\_\_granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney Signature of a person duly Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING  
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK  
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Owner
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....

### **AGREED TERMS & CONDITIONS**

M/s ASSAM PETRO-CHEMICALS LIMITED  
 NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.**

Sl. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Letter of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. &date b) Value c) Validity	



13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm acceptance to anti-profiteering clause under GST.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in APL issued the tender, by filling up the Format)**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF METHNOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :.....  
Telephone Number :.....  
Fax Number :.....  
Contact Person :.....  
E-mail Address :.....  
Mobile No. :.....  
Date :.....  
Seal/Stamp :.....

- We are unable to bid for the reason given below:  
Reasons for non-submission of bid:

---

Agency's Name :.....  
Signature :.....  
Name :.....  
Designation :.....  
Date :.....  
Seal/Stamp :.....



**F-12**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

Dear Sir

We hereby confirm that “The contents of this Tender Document No. \_\_\_\_\_ have not been modified or altered by M/s. ....( Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2008 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**F-13****BIDDER'S EXPERIENCE**

To,

M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Head of Department (for cases other than purchase)</i>	Postal & nos. of	Value of Contract/ Order ( <i>Specify Currency Amount</i> )	Date of Commence ment of Services	Scheduled Completion Time (Months)	Date of Actual Completi on	Reasons for delay In execution, if any
(1)	(2)	(3 )	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

### **CHECK LIST**

Bidders are requested to duly fill in the checklist. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC , SOR drawings, addendum (if any) as a token of acceptance to tender terms & clause.		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid.		
i	Covering Letter, Letter of Submission.		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any).		
iii	<b>Power of Attorney in the name of person signing the bid.</b>		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi.	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii.	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms & formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



## DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST		YES/ NA	NO
1.	EMD Value	ZONE	EMD AMOUNT (in Rs.)		
		Northeast-1	Rs. 1,73,400		
		Northeast-2	Rs. 51,000		
		East (Destinations originating from Raninagar)	Rs. 1,27,512		
		North-1	Rs. 16,00,000		
		North-2	Rs. 16,00,000		
A	DD	DD No._____dated For Rs._____		YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 180 DAYS		YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.		YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED		YES	NO
3.	Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)	Refer Section-II of tender document.		YES	NO
A	ORDER COPY	Duly CERTIFIED by as per section II of tender Document		YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by as per section II of tender Document		YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC			YES	NO
5.	Security deposit: As per section – II of tender document.			YES	NO
6.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONG WITH UN-PRICED BID.		YES	NO
7.	SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UN-PRICEDBID.		YES	NO
8.	FORM 1 TO 20 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.		YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.					

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped along with the “Un-priced bid (Part-I&II)”. **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**

**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company

CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**THIS FORMAT TO BE FILLED BY THE BIDDER****TECHNICAL CRITERIA AS STIPULATED IN BEC**

*[PLEASE READ, SECTION –II, CLAUSE NO. 1.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]*

**NB:**

1. All documents **[to be submitted]** are required to be Certified/Attested &Notarized by Notary Public with legible stamp.
2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.
3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
<b>A</b>	1 <sup>st</sup> Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc.	_____ _____ _____ _____ _____
<b>B</b>	2 <sup>nd</sup> Order/ LOI/Contract	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	



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B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<b>C</b>	<b>3<sup>RD</sup> Order/ LOI/Contract</b>	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<b>D</b>	<b>4<sup>th</sup> Order/ LOI/Contract</b>	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	
D5		Period of Contract/ Order	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value	



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		iv.	Period of Contract/Order		
		v.	Actual Date of Completion/Execution		
		vi.	Executed value		
		vii.	Executed Qty, etc		

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**THIS FORMAT TO BE FILLED BY THE BIDDER**  
**FINANCIAL CRITERIA AS STIPULATED IN BEC**

[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

**NB:**

- Format-16** (to be submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2020-2021, 2019-2020 & 2018-2019** meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		DOCUMENT DETAILS SUBMITTED FOR THE BELOW FINANCIAL YEAR:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – <b>Turn Over</b> as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. <b>FY: 2020-2021, 2019-2020 &amp; 2018-2019</b> [to be reckoned from bid due date] along with un-price bid <b>uploaded /submitted.</b>  <b>FY: 2020-2021</b>  <b>FY: 2019-2020</b>  <b>FY: 2018-2019</b>	Yes / No  Yes / No  Yes / No	



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<p><b>1.2.2 &amp; 1.2.3</b></p>	<p>Financial Documents – <b>Net Worth &amp; Working Capital</b> as per applicability of relevant clause of BEC</p> <p>In Case Bidder's working capital is inadequate <b>as per applicability of relevant clause of BEC</b></p> <p>In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (<b>as per Format-15</b>) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.</p>	<p>:</p>	<p>Uploaded <b>AUDITED</b> Financial Statements Balance Sheet and Profit &amp; Loss Statement of <b>FY: 2020-2021</b>.</p> <p><b>Name of Issuing Bank</b>_____</p> <p><b>Branch Code:</b>_____</p> <p><b>Location &amp;Address:</b>_____</p> <p><b>Tel No.</b>_____</p> <p><b>Email ID:</b>_____</p>	<p>Yes / No</p> <p>Yes / No</p>	
<p><b>1.2.4</b></p>	<p>Details of financial capability of bidder prescribed <b>Format-15</b>as per applicability of relevant clause of BEC</p>	<p>:</p>	<p><b>Name Of Chartered Accountant:</b>_____</p> <p><b>Membership No. of Chartered Accountant</b>_____</p>	<p>Yes / No</p>	



**F-15**

**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS  
INADEQUATE**

(To be provided on Bank's letter head)

To,  
M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST. DIBRUGARH-786623

Date:

Dear Sir,

This is to certify that M/s ..... (name of the bidder with address)  
(herein after referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for APL's RFQ/E-TENDERNO.

..... dated ..... for  
.....(Name of the supply/work/services/consultancy) and as per  
the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming  
the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms  
availability of line of credit to M/s ..... (name of the bidder) for at least an  
amount of Rs. ....(Total Working Capital Amount) to meet the inadequacy in  
Working Capital.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent  
USD) and the undersigned is authorized to issue this certificate.

Yours truly

for .....(Name & address of Bank)

(Authorized signatory) Name of

the signatory :

Designation :

Stamp

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year_____
	Amount (Currency)
1. Net Worth	

**C. WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year_____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

*\*Refer Instructions*

**Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:  
Seal:  
Membership No.:

[Signature of Authorized Signatory]  
Name:  
Designation:

**Instructions:**

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
- This certificate is to be submitted on the letter head of Chartered Accountant.

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**F-17****BIDDER'S QUERIES FOR PRE BID MEETING**

To  
M/s ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP, P.O.PARBATPUR, DIST.DIBRUGARH-786623

**SUB: HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.**

**e-TENDER NO.: APL/C&P/Mktg/2022-23/034**

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	APL'S REPLY
	BEC. NO.	Page No.	Clause No.	Subject		

**NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.**

**SIGNATURE OF BIDDER:** \_\_\_\_\_  
**NAME OF BIDDER :** \_\_\_\_\_





**E-Banking Mandate Form**  
(To be issued on vendors letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

I/We hereby authorize Assam PETRO-CHEMICALS Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Assam PETRO-CHEMICALS Limited responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that.....has an Account no.....with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

**SUBMISSION OF DOCUMENTS AS PER BEC**
**EMD DETAILS**

SL. NO.	ZONES	EMD VALUE	QUOTED FOR	EMD DETAILS (BG/DD)
01	NORTH EAST-1	Rs. 1,73,400		
02	NORTH EAST-2	Rs. 51,000		
03	EAST (DESTINATIONS ORIGINATING FROM RANINAGAR)	Rs. 1,27,512		
04	NORTH-1	Rs. 16,00,000		
05	NORTH-2	Rs. 16,00,000		

SL. No.	BEC	DOCUMENTS
01.	<b>BEC Clause no. 1.1.1</b>	Zones Quoted: _____Nos. Minimum Value required to qualify: _____(as per Table-1 of BEC under Section-II of tender document)
	<b>WORK ORDER DETAILS</b>	WORK ORDER No. Date: Value in INR (excl. taxes): Contract Period: Contract Start Date: Nature of product Transported: Corrigendum Issued (if any) Details:  Completion / Execution Certificate No. Issued Date: Value in INR Completed / Executed: Is Work order & Completion certificate certified by certifying agency: Yes / No, by _____

		WORK ORDER No. Date: Value in INR (excl. taxes): Contract Period: Contract Start Date: Nature of product Transported: Corrigendum Issued (if any) Details:
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		<p>Completion / Execution Certificate No. Date: Value in INR Completed / Executed: Is Work order &amp; Completion certificate certified by certifying agency: Yes / No, by_____</p>
		<p>WORK ORDER No. Date: Value in INR (excl. taxes): Contract Period: Contract Start Date: Nature of product Transported: Corrigendum Issued (if any) Details:</p> <p>Completion / Execution Certificate No. Date: Value in INR Completed / Executed: Is Work order &amp; Completion certificate certified by certifying agency: Yes / No, by_____</p>
02.	<b>BEC Clause no.1.1.2</b>	<p>Carriage by Road Act, 2007 Ref. No. &amp; Date: Validity of Carriage by Road Act, 2007:</p> <p>Is Carriage by Road Act, 2007 certified by certifying agency: Yes / No, by_____</p>

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**BEC Clause no. 1.1.3**

Sl. No.	Vehicle no.	Date of Registration	Owner / Name of Registered Owner	Bidder/ Director/ Partner	Model no.	Engine no.	Chassis no.	Document attached (Yes/No)
01.								
02.								
03.								
04.								
05.								
06.								
07.								
08.								
09.								
10.								
11.								
12.								

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13.								
14.								
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26.								



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Sl. No.	BEC	DOCUMENTS
01.	<b>BEC Clause no. 1.2.1</b>	Zones Quoted: _____Nos. Minimum Value required to qualify: _____(as per Table-2 of BEC under Section-II of tender document)
	<b>MINIMUM ANNUAL TURNOVER</b>	Balance Sheet & Profit & Loss account statement <b>notarised by notary public:</b> FY: 2018-19 FY: 2019-20 FY: 2020-21 Submitted duly notarized / Not submitted  FY: 2018-19 Rs. _____ FY: 2019-20 Rs. _____ FY: 2020-21 Rs. _____
02.	<b>NET WORTH</b>	FY: 2020-21 Rs. _____
03.	<b>WORKING CAPITAL</b>	Zones Quoted: _____Nos. Minimum Value required to qualify: _____ (as per Table-3 of BEC under Section-II of tender document) FY: 2020-21, Rs. _____ F-15 from Bank If working capital is inadequate: Required / Not Required. Submitted from Bank: YES / NO



**CONDITIONS RELATED TO INTEGRITY**

APL is committed to ensure that it carries its business with integrity and transparency. The Company has framed rules to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling APL to procure/undertake the Project/Work (Delete what is not applicable) at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement and Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and APL will commit to prevent corruption, in any form, by its officials.

APL has therefore laid down the following transparent procedures (wherever required is referred to as the 'Integrity Pact') which is expected to be adhered by the Company as well as the BIDDER:

**1. Commitments of APL:**

1.1 APL undertakes that no official of APL, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 APL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

1.3 In case any preceding misconduct on the part of any official (s) is reported by the BIDDER to APL with full and verifiable facts, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by APL and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by APL the proceedings under the contract would not be stalled.

**2. Commitments of BIDDER:**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the APL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of APL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with APL for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with APL.

2.4 BIDDER shall disclose the name(s) and address (es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-transporters.

2.5 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.6 The BIDDER further confirms and declares to APL that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to APL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of APL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by APL as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.

2.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of APL.

### **3. Previous Transgression**

i. The BIDDER declares that no previous transgression occurred in the last three years, in respect of any corrupt practices envisaged here under, and/or with any Public Sector Enterprises/Government department that could justify BIDDERS exclusion from the tender process.

ii. The BIDDER agrees that if it makes any incorrect statement in the bid, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

### **4. Earnest Money / Security Deposit**

4.1 The value and the validity of the Earnest Money / Security Deposit required to be given by bidder shall be as mentioned in NIT.

4.2 In case the successful BIDDER violates any of the terms of NIT, APL shall be entitled to forfeit the EMD/SD without assigning any reason.

### **5 Sanctions for violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle APL to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by APL, without assigning any reason thereof.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by APL, together with interest there on at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from APL in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To en-cash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by APL, along with interest
- vi) To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for Any loss or damage to APL resulting from such termination and APL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar/blacklist the BIDDER from participating in future bidding processes of APL for a minimum period of five years, which may be further extended at the discretion of APL.
- viii) To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix) In case where irrevocable Letters of Credit have been opened in respect to any contract signed by APL with the BIDDER, the same shall not be operated.
- x) Forfeiture of Performance Bond in case of a decision by APL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 APL will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of APL to the effect that a breach of the provisions of the conditions has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

## **6. Facilitation of Investigation**

In case of any allegation of violation of any provisions of these terms or payment of commission, APL shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **7. Law and Place of Jurisdiction**

Indian Law shall be applicable to the NIT and Courts in Dibrugarh shall have Jurisdiction.

## **8. Other Legal Actions**

The Actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **9. Validity**

9.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend upto two years from the date of last payment under the contract. Incase BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.

9.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**भाग – IV**  
**SECTION-IV**

**GENERAL CONDITIONS  
OF CONTRACT [GCC]**

**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF  
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

I/we have read the following Conditions of Contract, which is available in the APL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the Documents in APL website in entirety and unconditionally.

***1. General Conditions of Contract***

<https://assampetrochemicals.co.in/tenders.php>

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company

CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**भाग – V**  
**SECTION – V**  
**SPECIAL CONDITIONS OF CONTRACT [SCC]**

**SECTION-V****SPECIAL CONDITIONS OF CONTRACT [SCC]**

**SUBJECT: HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.**

**1.0 TERMS OF PAYMENT:**

Payment will normally be made within 30 days of submission of bills and GR with correct receipt details to HOD after applicable deduction of Income Tax and any other taxes and duties. Payment will be made through electronic mode (E- banking) only. Other terms and conditions related to Payment terms are specified in Scope of Work.

**2.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:**

Income Tax deduction shall be made from all payments to the Transporters as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the Transporter.

APL will issue the necessary certificate for income tax deduction at source, however, the Transporter has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the Transporter has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, Transporter shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by APL.

**3.0 GST:**

The rates quoted by the bidders should be inclusive of all taxes and duties applicable during the period of contract except GST, Education cess and Secondary and higher education cess thereon (if any).

**4.0 RESPONSIBILITIES OF THE TRANSPORTER AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:**

- 4.1** The Transporter shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 4.2** The Transporters shall periodically submit the challans/receipts/ proof for depositing PF contribution with RPFC.
- 4.3** The Transporter is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 4.4** The Transporter is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 4.5** The Transporter shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.



- 4.6** The Transporter shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 4.7** The Transporter shall be solely responsible and indemnify the APL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 4.8** The Transporter shall indemnify APL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 4.9** All personnel deployed by the Transporter should be on the rolls of the Transporter.
- 4.10** The Transporter shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 4.11** The personnel to be deputed by the Transporter shall observe all security, fire and safety rules of APL while at the site. His work will be supervised by the supervisors of Transporter. Transporter has to strictly adhere to guidance, instruction when required.
- 4.12** Transporter shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the Transporter or authorized person on behalf of Transporter. Also the Transporter should obtain entry passes from Security personnel through engineer-in-charge for his employees.
- 4.13** Transporter has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated. Also the Transporter has to provide police verification for all the persons deployed by him.
- 4.14** While confirming to any of these conditions, the Transporter should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The Transporter shall indemnify APL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 4.15** All existing and amended safety / fire rules of APL, Namrup are to be followed within the Namrup plant or service center.
- 4.16** Transporter shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 4.17** Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Transporter.
- 4.18** Before undertaking jobs, Transporter shall take work order from HOD and same shall be returned after completion of job.
- 4.19** All types of transport connected with the work shall be in the scope of the Transporter.
- 4.20** Technicians/ supervisors deployed by the Transporter should be technically qualified for fulfilling the contractual obligation.

**4.21** In case of accident, injury and death caused to the employee of the Transporter while executing the work under the contract, the Transporter shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / deceased. Transporter shall indemnify APL from such liabilities.

The Transporter shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

#### **5.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:**

The Transporter shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

#### **6.0 UNDERTAKING**

The bidder shall submit an undertaking on his letter head duly notarized as per Format attached as SCC-Annexure- II.

**7.0 PF Registration:** Bidder must have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid.

**8.0** The deployed labour by the Transporter shall be directly controlled / supervised / directed by the Transporter himself or his representatives.

#### **PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:**

a. Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs.5,000.00 per occasion.

b. Violation as above resulting in:

**b1. Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs. 2,00,000.00) per injury in addition to Rs. 5,000.00 as in para 9.0.a, above.**

**b2. Fatal accident, a penalty of 1% of the contract value (maximum of Rs. 10, 00,000.00) per fatality in addition to Rs. 5,000.00 as in para 9.0.a, above.**

The enclosures attached as Annexure – I to be must be submitted along with your offer. Further bidder shall provide details of their Environmental Policy as per SCC-Annexure - IV

#### **MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT(GCC):**

Article 24.0 of GCC stands modified to the extent that the amount of CPBG/SD shall be 10% of the annualized value of the contract which will be valid for 90 days beyond the contract period.

Article 80 of GCC (Defect Liability Period) shall not be applicable.

Article 107 of GCC (Arbitration) stands modified to the extent that the attached Annexure-III to SCC shall be part of the Article 107.

Clause no. 27.2 of GCC (Bonus for early completion) shall not be applicable



**Assam Petro-chemicals Limited**

**A: TRANSPORTER'S SAFETY RECORD IN LAST ASSIGNED JOB: -**

Total nos. of employees=

Working hours/day=

Nos. of days worked=

Total man hours worked = (total nos. of employees X working hrs / day X no. of days worked)

No. of fatalities =

No. of major injuries =

No. of three days injuries =

Nos. of minor injuries =

Total nos. of occupational= Diseases / illness

**A: SAFETY INFORMATION TO BE SUBMITTED BY TRANSPORTER:**

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to HOD

A. - Total nos. of employees = - Working hrs / days-Duration of contract (in days)

**B. STATUS OF SAFETY –GADGETS**

- Nos. of helmets=
- Nos. of safety belt=
- Nos. of goggles=

Welding Goggles =	Grinding Goggles =	General Goggles =
-------------------	--------------------	-------------------

- Nos. of hand gloves=
- No. of safety shoe/gumboot=
- Length of barricading tapes=
- Status of warning tags  
(like= radiography, road  
blocking, no entry etc.  
use)

**C. INCIDENTSTATUS**

- Name of safety representative=
- Nos. of minor injuries=
- Nos. of three days injuries=
- Nos. of major injuries=
- Nos. of fatalities (if any)=

**D. INSPECTIONRECORD**

- Gas cutting set &  
welding= machine  
inspected on & by
- List of hand tools updated on=
- Hand tools inspected on & by=
- Ladders & lifting tools inspected  
= on &by

**Signature of Site In-charge**

Transporter's Signature\_\_\_\_\_

**Signature and Seal not required in case the form is digitally signed**



**SCC - (ANNEXURE –II)**

**DRAFT OF DECLARATION TO BE SUBMITTED:  
(On letter head/stamp paper)**

To

Assam PETRO-CHEMICALS Limited

I/We hereby declare that we shall provide APL the consignment note or any other document required under **GST** rules in the manner provided in the said rules.

I/We also agree to indemnify APL against any payment/legal liability/loss of INPUT TAX/ damage caused to the company in case of our default to comply with any requirement relating to submission of document under service tax provisions.

For .....

(Authorized Signatory)'

**Signature and Seal not required in case the form is digitally signed**

**SCC (ANNEXURE –III)****DETAILS OF ENVIRONMENT POLICY:**

To

Assam Petro-Chemicals Limited

**Sub: Details of Environment Policy**

Sl. No.	Description	Details
1	Does your organization have an environment policy?	
2	Does your organization certified to ISO14001, if so, since when?	
3	Does your organization use any environment friendly product in manufacturing/packaging/distribution process etc.?	
4	Details of any award received in the field of Environment, Safety and Health?	



## **भाग – VI SECTION-VI**

### **SCOPE OF WORK (SOW)**



## SECTION-VI

# **SCOPE OF WORK**

### **INTRODUCTION:**

Assam Petro-Chemicals Limited,[herein after referred to as (APL)] a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formalin plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formalin Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major PETRO-CHEMICALS Complex in the region. Assam PETRO-CHEMICALS Limited, Namrup, Dist: Dibrugarh, Assam is located about 67 KM from Dibrugarh, Assam.

### **1.0 SCOPE OF WORK:**

- i. The scope involves transportation of Methanol & Formalin in suitable Non-Insulated Stainless Steel tankers (MS/SS Tankers) from M/s.APL, Namrup, Dist. Dibrugarh, Assam to various zones across the Country. The scope shall include but not limited to the following activities:
- ii. The tankers deployed shall be certified fit by competent authorities for transportation of Methanol & Formalin.
- iii. The tanker should be used for transportation of Methanol & Formalin.
- iv. All the tankers in the service should be painted with HAZCHEM marks for Methanol and the same shall be checked at the time of loading.
- v. Transportation of Methanol/Formalin, packed in truck mounted tankers of minimum 25 MT each, from Namrup to various zones / destinations throughout the country.
- vi. It shall be the responsibility of the Transporters to ensure placement of truck mounted tanker as per the indent issued by APL within 24 hrs.
- vii. The Transporter shall undertake loading of Products from APL Namrup plant as per the loading capacity of the truck mounted tanker as per the RTO provisions, and unloading stacking the same at the receiving destinations /warehouse.
- viii. The Transporter shall ensure that the entire documentation for transportation of material like Invoice, Challans, Road Permits, Way Bills, Excise Documents, and declaration forms under Sales Tax Law and / or any other documents as per the prevailing rule have been complied/collected with before dispatch of vehicle from APL plant.



- ix. It shall be the responsibility of the Transporter to complete all formalities/documentation/payment of Octroi whenever applicable
- x. Submission of consignee copy of LR/GR along with the Transporters copy of Invoice at the respective destination.
- xi. Obtain the “Receipt Details” at the back of the Drivers copy of LR / GR, from the receiving customer / consignment stockiest.
- xii. Submission of transportation bills along with Drivers copy of LR/GR duly endorsed by the receiving customer / warehouse with full “Receipt Details”.
- xiii. In case of any loss to consignment, the Transporter shall undertake to complete all Insurance formalities through consignee / consignor with intimation to Marketing Dept. Namrup and the respective APL zonal office.
- xiv. The detailed descriptions of job along with the correlated clause have been incorporated in the Special Conditions of Contract which may be referred for further clarification.
- xv. Rates per MT will remain same for any location within the Zone. The zones have been defined in Annexure-I.
- xvi. The Transporter will ensure that the tankers coming to APL will be in road-worthy and carrier-worthy condition manned by necessary and competent personnel. All the valves provided on the tanker should be operational and properly maintained. Suitable accessories such as valves, gaskets, glands etc. with proper material of construction should be used. The Transporter has to take due care to see that the tanker is fit in all respects before loading the product and there should not be any kind of problem en-route and at the time of unloading. The vehicle should be maintained in good working condition for the entire period of the Contract. The tankers deployed shall be suitable and certified fit by competent authorities for transportation of Methanol/ Formalin
- xvii. The Transporter shall transport the materials collected from M/s- APL, Namrup, and unload the same at places earmarked location. The road tankers shall be weighed for tare, gross and net weight both at the Weigh-bridge of M/s- APL, Namrup. You shall obtain clean receipt for the material delivered to APL, Namrup and submit the receipt the transport challan along-with the Invoice.

## **2.0 PERFORMANCE BANK GUARANTEE (PBG) / SECURITY DEPOSIT (SD)-As per ITB & SCC.**

Within thirty (30) days from the date of issue of Detailed Letter of Award (LOA), the transporter shall furnish to Owner, the contract performance Bank Guarantee (security) from any Indian Nationalized / Scheduled Bank / Indian branch of an International Bank acceptable to Owner for an amount equivalent to 10% (ten percent) of the awarded Contract of Annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations Price in types and proportions of currencies in which the Contract Price is payable in accordance with the Contract. The Transporter shall procure the Contract Performance Bank Guarantee in the form in ITB of Tender (Form of Contract

Performance Bank Guarantee). The Transporter shall maintain the Contract Performance Bank Guarantee at its own expense, and shall ensure it shall remain valid for a period of not less than 3 (three) months after the expiry of the Extended Defect Liability Period. The Contract Performance Bank Guarantee shall be extended by such period as Owner may require if the Completion is delayed beyond the Time for Completion and/or the Final Completion is delayed beyond the scheduled date of Final Completion and any extension thereof as per directions of the HOD. In the event that the Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Contract Performance Bank Guarantee shall be increased proportionately by the Transporter within 7 (seven) Business Days to ensure that it remains an amount which is equivalent to 10% (ten percent) of the revised Contract Price, as determined by the HOD. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

### **3.0 PAYMENT TERMS**

Assam Petro-chemicals Limited has initiated payments to Transporters electronically and to facilitate the payments electronically, the selected Transporter should have an account with e-payment platform, so that the payment through e-banking can be made to the Transporter. Further, the selected Transporter should give the details of bank account in the above mentioned bank to facilitate payment through e-banking.

Payment of transportation bills will be made by disbursement section of Owners within 30 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by **HOD** of the transportation contract. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. In case, where the Transporter wishes to avail Concessional TDS, they are required to submit the requisite certificate at the time of submission of the contract agreement itself. It will be the responsibility of the Transporter to ensure timely submission of any exemption certificate for every new financial year, failing which TDS at the regular prevailing rates shall be applicable and will not be reimbursed/refunded later on.

### **4.0 QUANTUM OF WORK**

APL does not commit itself to any particular quantum of work in each of the zone/ destinations allotted to the Transporter and the quantity is likely to vary from time to time. APL is not bound by the Annual Transportation quantities indicated in the tender document. The quantities mentioned in schedule of rates (SOR) are based on approximation and are subject to change depending upon requirement. APL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the Transporters / Transporters for lower quantity dispatched vis a vis indicated quantity. However, the likely state / zone-wise product movement is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of bids.

## **5.0 CONTRACT PERIOD**

The start date of contract will be considered from the date of 1<sup>st</sup> intimation by APL for deployment of vehicle and not from the date of LOI. The latest date of intimation (For 1<sup>st</sup> instant) by APL for deployment of vehicle will be 2 years from the date of LOA. However, it will be open to APL to extend the contract for a further period of 06 months (if required) on the same terms and conditions or APL can terminate the transportation contract at any time by giving 30 days notice without assigning any reason thereof.

## **6.0 CAPACITY AND SUITABILITY OF LOOSE TANKERS:**

The Transporter, as owner, offering non-insulated MS/SS truck mounted tankers and as Transporter/Transporters offering attached tankers shall provide the registration number, Engine No., Chassis Number and all the particulars of the ownership or otherwise, in respect of the tankers to APL, which will be operated by the Transporter for the purpose of transportation under agreement. In order to prevent delay due to impounding / delay in unloading / damage or other adverse effect with reference to consignment of products proposed to be transported by this tender, the Transporter must always ensure that the trucks provided are:

- 6.1** In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of product over long distances. The Transporter should ensure that loading of all tankers are undertaken as per RTO registration book. However, the quantity to be loaded in each vehicle shall be as per APL requirements. APL shall have the right to load any quantity of the product within the RTO approved load as per registration book.
- 6.2** It will be the responsibility of the Transporter to ensure that the deployed tankers are equipped with all the permits & licenses (e.g. interstate road permit, Challans, Excise documents, Declaration forms under Sales Tax law, Road Tax and all other Tax certificates) required for authorized road movement before dispatch from APL premises. The Transporter should also ensure that the Driving License of the driver is valid during the period of transportation. Any losses /consequences arising due to non- compliance of the above shall be the sole responsibility of the Transporter and such costs shall be borne by the Transporter.
- 6.3** Owned or otherwise belong to the Transporter / Transporters, that the tankers are hired/do not belong to the Transporter / Transporters shall not absolve the Transporter/ Transporters from any of the obligations under this contract or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.
- 6.4** Tankers provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition without trans-shipment (except in cases where transshipment is allowed) and without damage to the consignment. APL will have full power to refuse to put such tankers to use which they deem unfit for road and shall not make payments for detention / hire charges for such trucks. Transporter shall be held accountable for any malpractice / adulteration en-route. Wherever Transshipment is allowed by APL, it will be the responsibility of the Transporter to ensure timely delivery in good condition without damage to the consignment. Special care with regard to material cover to avoid ingress of moisture during rains is required to be taken by the Transporter.

- 6.5** Tankers blacklisted / suspended shall not be offered by the Transporter. Transporter shall be responsible for any act / omission / misconduct and attempts to pilfer products by the tanker crew of all tankers offered for operating the agreement. Any action taken by APL against such errant tankers operators / crew shall not be challenged by the Transporter in any court of law.
- 6.6** To safeguard the quality of material while loading at APL, Namrup & Raninagar and en-route transportation up to final destination and unloading at CS / customer warehouse, Transporters must ensure the following:
- 6.6.1** Tankers should be provided with adequate good quality inlets/ outlets to ensure that there is no water ingress or contamination in any form of the transported material.
- 6.6.2** Truck mounted tankers (SS/MS) should be not damaged and is perfect roadworthy condition.
- 6.6.3** The Transporter will ensure that the tankers coming to APL will be in road-worthy and carrier worthy condition manned by necessary and Competent Personnel.
- 6.6.4** All the valves provided on the truck-mounted tanker should be operational and properly maintained. Suitable accessories such as valves, gaskets, glands etc., with proper material should be used.
- 6.6.5** The Transporter has to take due care to see that the tanker is fit in all respects before loading the product and there should not be any kind of problem en-route and at the time of unloading
- 6.6.6** The vehicle (s) should be maintained in good working condition for the entire period of the contract.
- 6.6.7** The truck mounted tankers deployed shall be suitable and certified fit by Competent Authorities for transportation of Methanol & Formalin.

## **7.0. QUANTITY:**

- 7.1** It shall be the responsibility of the Transporter to ensure that the weight of the goods loaded for consignment in the vehicle is within the permissible limits prescribed by the RTO Registration book and the RTO rules and regulations prevailing in various states from time to time. The Transporter shall solely be responsible and bear the loss and damage, if suffered, by APL on account of violation and / or breach of weight limits prescribed in the RTO registration book. APL shall not be liable to pay any detention or any other charges or hire charges in respect of those vehicles that do not conform to the specifications prescribed in the RTO registration book.
- 7.2** The Transporter's driver should satisfy themselves regarding the weights and quality of tanker at the time of collecting the goods from APL warehouse. In the event of any shortfall in the weight and quality is recorded at the destinations, necessary deductions will be made from the Transporter's bills or shall be recovered from Security Deposit / BG/pending bills for payment.
- 7.3** Deductions as detailed in Clause 12.4.2 shall be applicable on the shortages mentioned as per the receipt details given on the back of GR / LR copy
- 7.4** In case of introduction of dispatch of material by automatic / manual weighment system by APL before and after loading of material / product, necessary changes shall be incorporated /



implemented in the transportation contract and shall be binding on the Transporter.

## 7.5 PRODUCTS & PACKAGING

The nature of packaging of Methanol & Formalin manufactured at APL-Namrup to be transported as: Product Form/Shape Nature of packaging Net Wt. (Kgs)

METHANOL- MIN 25 MT Capacity, Non- insulated SS/MS Truck mounted Tanker

FORMALIN – MIN 25 MT Capacity, Non-insulated SS/MS Truck mounted Tanker

Any forthcoming Brand(s)/products shall be included as and when need arises. Any changes in the contract to incorporate such brands/products shall become integral part of the contract and shall be binding on the Transporter. APL may also utilize the contract for dispatch of goods other than Methanol & Formalin like any other byproducts, spares, equipment, etc. for dispatch of the same to various destinations.

## 8.0. THE CONTRACT RATES

The rates **Per Metric Ton** must be quoted. The payload shall be governed by RTO rules and regulations from time to time. It is the sole responsibility of the Transporter to ensure that the non-insulated SS/MS truck mounted tanker should carry material within permissible weight limits as governed by RTO registration / RC books / RLW provisions of Motor Vehicle Act. The Transporter is required to submit most competitive rates **per Metric Ton** for various zones as listed in schedule of rates (SOR), and shall be **inclusive** of the following:

**8.1** The quoted rates should be on **F.O.R destination basis** which should cover the following:

**8.1.1 Loading, unloading** the consignment inside the warehouse as per the requirement of the Company or its Dealers / Consignment Stockiest /Customer as the case maybe.

**8.1.2** The Insurance premium charges at actual as prevailing at the time of Dispatch. Transporters may please take into account all clauses under special conditions of the contract while quoting.

**8.2** Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges that are / may be imposed during contract period by any Central / state / municipal / local or other bodies.

**8.3** All incidental / miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations, like multi-point delivery in a single Truck mounted Tanker load etc.,

**8.4** In case the loading is arranged /done by APL, the loading charges shall be recovered from Transporters' bills at actual at the risk and cost of the Transporter.

## 8.5 PRICE VARIATION

The quoted rates shall remain firm during the contract period and no escalation will be granted on whatsoever ground, including among others, increase in the cost of spares/ tyres or levies etc. as mentioned above. The transportation rates per MT of Methanol & Formalin shall be

subject to variation only on account of variation in the price of **High-Speed Diesel (HSD)** as officially announced by National Oil Companies and as per the minimum price prevailing at Dibrugarh, Dist. Dibrugarh (Assam) from time to time. Escalation/De-escalation of Freight charges will be calculated when there is increase or decrease in HSD price of Rs. 5.00 per litre as per the formula given below:

Increase/decrease in freight charges per MT =

$$\frac{\text{Increase/Decrease in HSD price per Ltr. X distance from source to destination}}{20 \times 4}$$

Where 20 is the average tanker size & number 4 is the average mileage per litre of HSD.

(The Base Price of HSD will be considered on the date of issue of Work Order)

**8.5.1** The above calculations shall be governed as per the distance mentioned in Annexure-I for all the destinations, and shall be accepted and binding on the Transporter. However, payments shall be made as per the actual distance & Quantity of product moved to the destination.

**8.5.2** In case the final destination of the material falls within **50 KMs radius** of the pre- defined destination as per the list, there shall not be any change in the Freight rate(s), provided the new destination falls within the same State / Union Territory.

## **8.6 RETURN OF METHANOL & FORMALIN:**

**8.6.1** If so required by APL, on case to case basis, the Transporter shall have to transport rejected/ returned Methanol/Formalin from any destination back to APL's works at Namrup /Raninagar. Such consignments shall have to be delivered at APL – Namrup at the earliest along with all related documents i.e. returned Excise Invoice, sales tax form, copy of dispatch advice, GST documents and all other forms required for inward transportation of product to Namrup. It will be the responsibility of the Transporter to collect GST copy of Invoice and other necessary documents from the party, which is returning material, and to deliver such documents along with the material safely at APL, Namrup. Any consequences / penalty arising due to non-compliance of statutory rules & regulation / negligence by the Transporter during return of Methanol/Formalin shall be borne by the Transporter.

**8.6.2** In case if the Price terms are **FOR basis**, when tanker rejected by the end customer due to quality Issue as a result of negligence / contamination or any other faulty act by the transporter then the entire consignment has to be returned to APL factory Namrup/Raninagar by transporter at his own cost & risk based on the instruction from the company. If the quality of the product further deteriorates at the time of receiving at APL storage after testing, APL will recover entire consignment value from the transporter and APL will impose 30% penalty over and above the consignment value.

**8.6.3** In case end customer rejected the goods for any reason, the quality of the goods to be tested at any Authorised Testing Laboratory or at the facility of Namrup /Raninagar and if the quality results are passed, then APL do not impose any penalty on the Transporter of the consignment value and reasons for rejections are to be recorded. In those exceptional cases, APL will give suitable instructions to the





transporter for delivery / diverting to another customer.

This rule is applicable for both domestic supply as well as export supply of Methanol and Formalin. In case of shortage of product for both domestic as well as Export supply this rule is applicable

1. (+) 50 kg or (-) 50 kg of material is tolerable other than mentioned quantity in Invoice.
2. Double value will be recovered from the transporter in case of shortage received more than 50 kg. For example, if 80 kg is total shortage than penalty imposed will be 30+30= 60 kg.

**8.6.3** The transportation charges for return of Methanol/Formalin from any destination to Namrup shall be equal to transportation charges from Namrup to that particular destination.

**8.6.4** The Transporter operating in a particular zone/sector/destination shall have to arrange for return of Methanol/Formalin from the customer / consignment stockiest in that particular zone/sector/destination.

**8.6.5** For such return of Methanol/Formalin consignment, the Transporter shall not be entitled for payment of Minimum Pay Load (i.e. 25 MT for Northeast and 35 MT for rest of the country) and APL shall not levy non-placement penalty & late delivery penalty on the Transporter. However, the Transporter shall ensure immediate lifting within 10 days from the date of APL intimation & timely delivery of such consignment back to Namrup as per allowable transit time. Any damages to the consignment during return shall be recovered from the Transporter as per the prevailing practice. In the event of failure of Transporter to lift the material within 10 days time, APL shall arrange transportation for the product at the prevailing market rate. Full cost of such transportation shall be recovered from Transporter from date of request of truck placement.

## **9.0 PLACEMENT OF TRUCK MOUNTED TANKER AND PERFORMANCE OF CONTRACT**

**9.1** It will be Transporter's responsibility for providing required number of non-insulated MS/SS truck mounted tanker for each and every destination as per APL's indent, **within 24 hours** as mentioned in sub clause:9.2.

### **9.2 DESPATCH PLAN & PLACEMENT**

**9.2.1** Reporting time of Trucks: **8 A.M. to 4 P.M.** at entry gate at APL, Namrup.

**9.2.2** Any truck reporting **after 4 p.m.** at the entry-gate will be loaded at the sole discretion of APL.

**9.2.3** The Transporter will be responsible for taking daily Plan from Marketing Dept. at Namrup. The cumulative dispatch program / plan will be displayed at the Namrup Gate office Notice Board daily in the Evening hours. To help improve placement coordination, the Transporter may also indicate their e-mail address for communication of the dispatch program / plan by APL Marketing Dept.

### **9.3 NON PERFORMANCE PENALTY**

**9.3.1** The Transporter is required to place the trucks as per plan given by APL within **24 Hrs. (Twenty-Four Hours)** of the intimation of the plan.

In case the Transporter fails to provide Truck (s) **within first 24 hours**, the following shall apply:

The HOD shall at his sole discretion allocate the work to other Transporter(s). APL shall recover from Transporter all the charges incurred for making other alternate arrangements for effecting supplies without prejudice to all other rights of APL.

**NON-PLACEMENT PENALTY WILL BE LEVIED AS FOLLOWS:**

<b>DELAY IN PLACEMENT</b>	<b>PENALTY in Rs. PER MT/DAY</b>
First 24 Hours after plan intimation	NIL
After expiry of 48 hours of plan intimation	100
After expiry of 72 hours of plan intimation	150
After expiry of 96 hours of plan intimation	200
After expiry of 120 hours of plan intimation	250
After expiry of 144 hours of plan intimation	300
After expiry of 192 hours of plan intimation	400
After expiry of 216 hours of plan intimation	450

The above penalty shall also be applicable till the time the plan is cancelled due to non-placement/any other reason.

**9.3.2** Any consequential losses arising due to non-placement of truck (s) within stipulated time shall be recovered from the Transporter.

**9.3.3** Truck Placement Performance will be observed on day to day basis for each plan/indent

**9.3.4** In case the Transporter fails to provide the required number of non-insulated SS/MS Truck mounted Tanker as per plan within 24 Hours, the **HOD** will have the right to hire Trucks from alternative sources / other APL authorized Transporters at open market rates at the risk and cost of the defaulting Transporter (Open market rates will be obtained from the existing contracted Transporters of APL). All additional / extra expenses incurred by APL on this account shall be recoverable from the defaulting Transporter. This will be over and above the Non-Placement penalty as mentioned in Clause 9.3.2. The Transporter shall be liable to reimburse APL for making other arrangements for effecting supplies without prejudice to all other rights of APL.

**10.0 LOADING / UNLOADING /TRANS SHIPMENT:**

**10.1** The Transporter shall not load any material other than APL's product issued from its plant/warehouse, as indicated in GR / LR note and Invoice.

**10.1** Detention charges @ Rs. 600/ Non-insulated SS/MS Truck mounted Tanker / day will be payable in case of non-insulated MS/SS truck mounted tanker which have got entry within the plant premises, within the scheduled timing and are not loaded, i.e. detained inside the plant premises overnight for reasons attributable to APL except for the reason of truck worthiness as specified elsewhere in the tender document, shortage of loading labor etc.

**10.2** In case of Truck mounted tanker which has been placed, within the scheduled time, against Plan but could not be loaded, due to certain reason (s) attributable to APL, and the non-insulated MS/SS truck mounted tanker has to be returned back empty on the same day, APL

shall pay lump sum returning charges @ Rs.600/-per non-insulated SS/MS Truck mounted tanker Necessary endorsement on the GR / LR to this effect should be obtained from the Marketing Department clearly specifying the reason for such empty return.

**The above provisions shall be applicable only to those non-insulated SS/MS truck mounted tanker, which is placed against daily plan.**

- 10.3** However, no detention charges at destinations are payable. Any incidental charges arising out of this detention may be settled between the Transporter and the receiving warehouse of CS/ Customer/ APL stock point. It is suggested that the driver of the truck may keep the destination warehouse informed telephonically about its likely arrival date/time.
- 10.4** The Transporter should ensure that the material is properly un-loaded & stacked in the receiving warehouse.
- 10.5** Trans-shipment and / or part delivery of consignment during transit is strictly prohibited (except for the consignments as indicated in clause 10.6). In case of any violation, APL shall impose a penalty of Rs. 100/- per MT in case of transshipment and Rs 100 per MT in case of part-delivery of consignment. These deductions shall be over and above recovery of the value of the losses/ damages to the entrusted products in whatsoever manner due to breach of these conditions. Trans-shipment penalty shall not be applicable for consignments / Non-insulated SS/MS Truck mounted tankers which meet with an accident, however, the Transporter shall furnish a copy of F.I.R clearly indicating the accidental Truck Number. The LD charges for such cases shall be applicable after expiry of Transit time Plus 48 Hours (grace period for completing statutory formalities). Any financial loss arising during transit due to loading /unloading/stacking etc or any other reasons shall be recovered from the Transporter.
- 10.6** It shall be the responsibility of the Transporter under such circumstances to ensure safe & timely delivery of material and any consequential losses / damages to the material arising out of it shall be borne by the Transporter.
- 10.7** Transporter shall facilitate random physical checks of exiting non-insulated SS/MS truck mounted tanker as desired by APL Security at its costs.
- 10.8** It will be essential that the Transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with APL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the product at APL premises. Any loss of product issued on the basis of GR / LR signed by the authorized representative of the Transporter will be at the risk & cost of the Transporter only. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the Transporter from liability in respect of transportation of such products.
- 10.9** The Transporter will arrange to bring to use GR / LR's with pre-printed serial numbers only, which are exclusive for APL consignments. All other documents shall have to be furnished as per the APL's requirement – Goods Receipt (GR / LR) should be signed only by the

authorized representative of the Transporter. The reverse of the GR / LR's shall be provided with the format of acknowledgement for receipt of the consignment by the consignee.

**10.10** The Transporter shall give only clean & unconditional GR / LR's and remarks like "said to contain" or "at owners risk" will neither be valid nor accepted. Even if GR / LR's containing such remarks are issued, the terms & conditions of APL will prevail.

**10.11** The Transporter shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract labour deployed by him for loading / unloading. The Transporter shall be solely responsible for non-compliance with any such statutory requirements. APL shall not have any liability on account of labour deployed by the Transporter /Transporter. Transporter will be responsible for providing adequate number of labours at each warehouse/ location for loading/unloading.

**10.12** Any losses or damages caused by Transporters/labours shall be recovered from Transporter's bills. Transporter/ Transporter will have to arrange for Photo Entry Passes for labours as per APL rules.

## **11.0 TRANSIT TIME & DELIVERY**

**11.1 TRANSIT TIME:** The maximum acceptable delivery period (Transit Time) is given in **Annexure I of Section – 4 "Scope of Work"**. The consignment entrusted to the Transporter must be delivered & stacked at destination warehouse/installation assigned as per GR / LR Note / Invoice, within the maximum permissible transit period (excluding holidays, if they fall at the due delivery date). The delivery period (Transit Time) will be calculated from the next date of invoice to date of receipt / reporting as acknowledged by the consignee. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ **Rs 50/- PMT per Day**. If the date of receipt falls on Sunday / closed holidays / local holiday (as per the declaration submitted by the respective Branch / Zonal office) the next day will be treated as reporting day and no delay penalty/ detention will be applicable for that day.

**11.2** In case of multipoint delivery of goods in the same non-insulated SS/MS Truck mounted tanker the date of reporting at the first destination shall be considered for the purpose of calculating the Late Delivery Penalty. The deliveries to other points should be made within one day from delivery at the first point by the same truck.

**11.3** Consignment with-held by the Transporter in their/or any other Godown /warehouse in transit without written permission from APL will attract late delivery, trans-shipment penalty as applicable and shall attract recovery of loss/damage caused by expiry of insurance cover/ claim and all these losses will have to be borne by the Transporter / Transporter. This is applicable in cases of multipoint deliveries also.

**11.4 ENDORSEMENT:** At the destination, the concerned officer of the Consignment Stockiest/ Customer must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse in charge soon after un-loading/ stacking of the consignment.



**11.5 DOCUMENTATION:** Total quantity as mentioned in invoice documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same has to be clearly mentioned and signed by consignee /end customer /the receiving warehouse in-charge and the document to be submitted along-with the freight bills. The carrier shall return receipted delivery challan in duplicate along with freight challan and consignment note duly signed by the consignee /end customer for realization of payment from the consignee by this Company. In case any carrier fails to submit receipted delivery challan/consignment note in time, the value of the material may be deducted from the Transporters' bill.

**11.6 Safety:** The Transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of APL arising out of such negligence shall be borne by the Transporter.

Transporters shall ensure a) complete safety of the chemical, b) No hazard during transit. No hazardous items like, stove, kerosene, matchbox, lighters etc. should be carried along with tankers. If such items are found, then strict action will be taken by way of penalty as follows:

A) Noticed for first time Rs.10,000/-

B) Noticed for second time Rs.20,000/-

C) Noticed for the third time disqualified from the contract.

Transporter will abide by all the applicable statutory regulations in this connection. It is mandatory to provide cleaner with every tanker. The driver and cleaner should possess Original Photo Identity proof issued by govt authorities (AADHAR, PAN Card, Voter ID etc.).

**11.7 OCTROI:** The Transporter will undertake the following on behalf of APL

**11.7.1** Observance of formalities and payment towards applicable Octroi & excise duty at respective check posts.

**11.7.2** Obtain Octroi Exemption Certificate, if applicable.

**11.7.3** The Transporter will be fully responsible for making goods damages/losses to the consignment or any other consequential losses to APL/Consignment Stockiest/Customer due to any default with reference to above, as reported by Municipal authorities, and all such damages/ losses shall be borne by the Transporter.

**11.7.4** The reimbursement of the Octroi paid by the Transporter will be arranged by the Branch Office/ Consignment Stockiest/ Customer on presentation of the Octroi receipt at the time of unloading of material at respective warehouse. APL will not be liable to make any payment on this account if the Transporter does not collect the same at the time of unloading.

**11.7.5** Any losses / consequences arising due to non-compliance of Octroi rules and regulations will be borne by the Transporter. In Case of Confiscation of APL material by statutory authorities' en-route to destination warehouse Transporter or its crew (driver etc) shall not abandon APL material at such location. They shall immediately intimate nearest APL office/CS office and ensure release of material immediately.





**11.8 WEIGHMENT:** The net weight of the consignment (excluding weight of non-insulated MS/SS Truck mounted Tanker) as per the weigh bridge and the invoice document related to consignment will be treated as final.

## **12.0 TRANSIT INSURANCE/INSURANCE OF VEHICLE AND CARGO FOR DISPATCH**

**12.1** APL will arrange for an appropriate insurance policy for covering the losses of the goods in transit in **excess of Rs 5,000/- PER CONSIGNMENT** (The Transporter shall reimburse APL the Insurance premium paid to Insurance Company at actual which shall be recovered from the Transporter).

**12.2** It will be the responsibility of the Transporter to ensure a comprehensive insurance policies from an established Insurance Company for each vehicle and is in force at all times to cover all risks of every nature including damages made to properties, inter alia, belonging to APL, its consignors and consignees. APL shall have every right to instruct the Transporter regarding nature and kinds of insurance policies to be taken out from time to time.

**12.3** Whenever, any truck is reported missing or having met with an accident and resulting in the deterioration in the quality of the material, or loss of any other nature during transit, the Transporter will co-ordinate with the Customer (for Direct Sales)/ Branch Office / CS (for Stock Transfer & others) and ensure filing of the necessary insurance claim and complete the required formalities under intimation to APL-Marketing Dept., Namrup and nearest Branch Office, within 7 (seven) days from the date of mishap / accident as the case may be. The full value of the damaged material / loss caused, as the case may be, of such material will be withheld from Transporter's pending bills payment, till insurance claim is settled by the insurance company. Any difference between the value of material dispatched and the claim settled by insurance company shall be recovered from the Transporter. All necessary paper work and follow-up activity with the insurance company in this regards will be undertaken by the Transporter.

**12.4** The material losses in transit are categorized, into the following four categories and responsibility of the Transporter in respect of losses under each of the category vis-à-vis APL's Insurance Policy is clarified below:

- a) **Material transit insurance:** APL shall arrange for transit insurance for the methanol/Formalin handed over to the transport transporter for transportation from APL, Namrup / Raninagar unit to various destinations of buyers. Transit insurance policy covers loss of material due to accident only. However, Transporter shall be wholly responsible for any shortage/ contamination occurred otherwise in the tanker.
- b) **Public Liability insurance:** APL shall arrange for public liability insurance which includes/covers legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by material being transported by road.
- c) **Compressive insurance policy of vehicle (Tanker) TPPD:** The Transporter shall arrange for compressive insurance policy of the vehicles (tankers) including extension of T.P.P.D. in the policy to cover damage to private/public property or human life due to any accident or any reason during the transportation and handling of the material. The copy of insurance policy will be submitted to APL after award of contract.



- d) Transporter shall ensure that all necessary steps required to get insurance claim will be taken by you in case of any damage or loss to the material. Transporter will also assist APL in realizing the claim under the APL policy for transit insurance & Public Liability Insurance. APL may at its option withhold such amount from the bills of Transporter till claims are settled.

**12.4.1 CONTAMINATION:** In case of rejection of material by the customer on account of suspected contamination in transit, APL would recover the entire cost of the material plus 1.5 times of the Invoice Value from the Transporter. In the event of this happening twice during a year of the contract, APL has the option of suspending and blacklisting the truck/ Transporter. No transportation charges will be paid for the futile trip during which the product got contaminated and subsequent trip for transportation of the adulterated product to a location nominated by APL. In case the material is not rejected by the customer, then the Transporter will initiate action. It would be in the interest of the Transporter to familiarize himself with all the procedure etc of the insurance company and APL prior to commencement of this agreement.

**12.4.2 NON DELIVERY / SHORT DELIVERY OF TANKER LOAD:**

In case of non- delivery of the material due to any reason not attributable to APL, APL shall recover 1.5 times the invoice value of the non -delivered tanker load. Value of tanker load will be computed on the basis of total invoice value (price+ duties, taxes and freight etc.) where Transporter does not file any FIR. If the FIR is filed then APL shall first recover full amount from the Transporter and later as per Insurance settlement. For any short supply of the product to the customer, twice of the amount applicable against short supplied quantity to be recovered from the Transporter. However, in order to accommodate the variation of weighing scale/bridge a maximum of +/- 50 kg in net weight shall be allowed as discrepancy.

**12.4.3 LOSS OF GOODS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT/HIJACKING / MISSING ETC. IN TRANSIT:** For loss of goods in transit due to Accident/ Theft etc. the Transporter will initiate action and it is in the interest of the Transporter to familiarize himself with all procedures etc of Insurance company & APL prior to the commencement of this agreement. Transporter will be responsible for providing road-worthy truck to salvage the product from the accidental truck /site at its own cost. It will be the responsibility of the Transporter to prove that the loss is due to an accident / theft / hijack/ missing truck, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation report, photo graph of the incident and spot survey by the authorized surveyor of nominated insurance company.

**12.4.4** The Entire value of loss of goods (Invoice Value including of all duties, taxes and freight) will be recovered initially from the Transporter Pending bills payment or BG. However, on settlement of the insurance claim, the recovered amount other than standard penalty will be reimbursed to the Transporter. Any difference between the value of the claim and the claim settled by insurance company will be recovered from the Transporter.

The Transporter shall send the intimation of the accident and loss in transit by fax/ email to the **HOD** at APL's Marketing Department at Namrup and a copy to the destination office. APL Marketing Department should be intimated immediately but not later than seven days from the



date of accident. If such intimation is not received within above period, or within 7 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of full value of the losses as mentioned above.

However, the Transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the APL, which shall be binding, on the Transporter. However APL shall levy a standard penalty of Rs.100, 000/-for all such cases reported as mentioned above. That standard penalty shall be non-refundable.

## **12.5 LEAKAGE/SPILLAGE IN TRANSIT**

Penal deduction @ Rs.1000 per Kg will be made for any Leakage /Spillage during transit. Penal deduction @ Rs.2500 per Kg will be made for any Ground Sweep material generated due to oil leakage during transit. Transporter should take sufficient care to avoid the transit losses as detailed in clause. It would be in the interest of the Transporter to familiarize himself with the underlying procedure in such cases w.r.t APL's transit insurance policy.

**12.6** APL will also be entitled to compute the amount of loss suffered by APL /Customer/ Consignment Stockiest and entitled to be reimbursed from the Transporter and decision & determination by APL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the Transporter and shall not be questioned in any court of Law or arbitration or otherwise and the Transporter do hereby irrevocably authorize APL to set off and adjust such loss or damage against the pending payments / Security Deposit / Bank Guarantee of the Transporter and in the event of shortfall therein, the Transporter shall immediately upon demand raised by APL, pay the same to APL without demur or objection.

**12.7** Transporter will be required to take all reasonable care to ensure that the products are transported through the non-insulated MS/SS truck mounted tankers for which the Transporter has right of ownership for use. However, if any non-insulated MS/SS truck mounted tankers is reported missing and remains non-delivered within **7 days from the permissible transit time**, the full value of the consignment will be immediately recovered from the Transporter, notwithstanding the fact that the material in non-insulated MS/SS truck mounted tanker is/ was insured by the company. In addition, the company will withhold a payment of **Rs.50, 000/-** per non-insulated MS/SS truck mounted tanker (refundable), from the Transporters pending bills, which shall be adjusted against any other financial implication / expenses, which APL may have to incur in connection with the missing consignment. If APL is convinced that the non-delivery is due to malafide act of the concerned Transporter or its representative, APL reserves the right to recover invoice value of such consignment at a penal rate of 1.5 times the value of the concerned consignment from the Transporter.

The identified missing/ non-delivered consignment/non-insulated MS/SS truck mounted tanker(s),should be reported to APL (Marketing Department, APL, Namrup) immediately and not later than 7 days' time over prescribed transit time period, failing which the penalty of **Rs. 5,000/-** (non-refundable) will also be levied, for late information.

**12.8** The Transporter will make good to APL any loss arising from the confiscation of the material by government or local authority of any quantity of the said products given to the Transporter for transportation.

### **12.9 DAMAGES**

Losses on account of damage/ pilferage/ tampering of the goods and shortage in material due to above reasons shall be recovered from the Transporter's bills. The Transporter shall be responsible for all loss, destruction, and damage or deterioration of/or to the materials from any cause whatsoever while materials are in the course of transit. The Transporter will make good the loss in the manner to be specified by APL, Namrup or double the cost of Methanol /Formalin will be recovered from their bills and penalties to be imposed by APL on case to case basis.

### **13.0 LOSS OF ORIGINAL DOCUMENTS / ROAD PERMIT**

#### **13.1 INVOICE:**

In case of loss or manipulation or mutilation or tampering of Original Invoice copy, the entire GST amount of the value of material as reflected in invoice will be retained from the Transporter's bills along with penalty deduction **@ Rs 2000/- per document**. This Excise duty amount shall be reimbursed to Transporter only after receiving confirmation, w.r.t. GST settlement from the respective Customer/ CS. The penal amount i.e. **Rs 2000/-** shall, however, not be refunded.

#### **13.2 GOODS RECEIPT / LORRY RECEIPT (GR /LR):**

The Transporter will submit the GR / LR's at the time of placement of trucks as per the following:

- a. The first copy will be Drivers Copy (which will be re-submitted along with the receipt details at the back).
- b. All the GR / LR's should have pre-printed serial numbers exclusive for APL consignments. Hand written GR / LR numbers will not be acceptable. Loss of the Driver Copy of GR / LR, first copy, (on which the receiving warehouse will give the receipt endorsement) will attract a deduction **@ Rs 500/-per GR /LR**.

#### **13.3 LOSS OF ANY OTHER STATUTORYDOCUMENTS:**

Any financial loss resulting out of loss of statutory documents by the Transporter in transit or otherwise would be recovered from the Transporter.

#### **13.4 E-WAY BILL :**

The Transporter will ensure that before the truck exits from APL premises, all the documents like Invoice, Challans, Road Permits, E-Way Bills, GST Documents, declaration forms under Sales Tax Law and / or any other documents as per prevailing rule have been given to the driver, who should ensure the safe delivery of the same to the consignee and any fine/ penalty arising due to loss/ non-issue of such documents will be borne by the Transporter.

### **14.0 SUBMISSION OF BILLS & PAYMENT:**

**14.1** The Transporter will arrange to bring into use GR / LR that are exclusively for APL consignment only and with pre-printed running serial number. The reverse of the GR / LR shall be provided with the format for acknowledgement as per **Annexure-III of Section – 4 “Scope of Work”**, for confirmation of receipt of the consignment by consignee i.e. Customer/ CS/ APL warehouse in-charge.

- 14.2 The Transporter should obtain the “Receipt Details” from the CS/ Customer/ Warehouse In-charge only on the “**Driver Copy**” of the GR /LR.
- 14.3 A photocopy of the “Receipts Details” from the CS / Customer shall be submitted to the concerned Branch / Zonal office.
- 14.4 The Transporter must submit the freight bills, with endorsed GR / LR duly acknowledged by the receiving warehouse/ customer confirming the receipt of goods in the format given. The Transporter should also ensure that all bills are submitted on priority.
- 14.5 In case of any manipulation/ tampering of the documents like – cutting, deliberate change in the receiving date or any other remarks is detected in the “Receipt Details” of the GR / LR copy, it will attract a penalty @ **Rs. 1,000/- per** GR / LR copy and depending upon the seriousness of the matter, may lead to blacklisting of the Transporter from future business or termination of the contract forfeiting the security deposit. APL reserves the right to take final decision on the matter and it will be binding on the Transporter. No counter claims will be entertained.
- 14.6 The payment towards transportation will be released only after the verification of all relevant documents, through electronic mode, within 30 days from the date of receipt of complete bills with all necessary documents, which are clear and correct.
- 14.7 Transporters shall take all necessary steps / actions to equip themselves to undertake all financial transactions thru E-banking or as desired by APL.
- 15.0 OTHERS:**
- 15.1 The Transporter will have their office at Namrup for non-insulated MS/SS truck mounted tanker movement coordination and their representative(s)/offices at destination warehouse to ensure speedy clearance of goods at all major places. The Transporter must inform APL in writing the name and addresses of such representatives/offices. Any delay on account of late clearance/ Non-clearance will be subject to penalty clauses. In case of Sales Return due to transit related deficiencies, the defaulting Transporter shall have to bear all consequential losses & risks.
- 15.2 Establishment of local office with necessary infrastructure facilities like P&T / mobile phone, fax and e-mail shall be undertaken and implemented within 30 days from award of the contract.
- 15.3 The Transporter will strictly abide by the Motor Vehicle Act, Payment of Wages Act and other Labour regulations in force in the area where their trucks are plying.
- 15.4 Transporter shall not be entitled to assign, subrogate sublet or part with his right, title and interest under their contract for any reason whatsoever. Transporter shall not cause or allow any change in the constitution on its firm without obtaining prior written approval of APL.
- 15.5 The Transporter shall be liable for any loss or damage to APL, or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and/ or during transit and the Transporter shall indemnify & keep APL indemnified against any such loss or damage & shall pay to APL such amount as APL may be called upon by law to pay. The Transporter shall remain at all times, liable and responsible to APL for any loss or damage caused to any building, plant and machinery or the property of APL by any negligence, carelessness, inexperience or willful fault of the Transporter or his agent or by his employee of which APL alone shall be the sole judge. APL shall be at liberty to debit any cost on repairs to loss or damage to the account of Transporter.

- 15.6** It shall be the responsibility of the Transporter to ensure that the truck mounted tanker(s) should carry material within the permissible limit as governed by RTO Registration/ RC Book/ RLW provisions of Motor Vehicle Act prevailing from time to time. The Transporter will have to bear all losses/ penalties arising due to noncompliance of the above.
- 15.7** In case it is found that the Transporter has indulged in delivering the material at a place other than the defined destinations, a penalty of Rs.50,000 shall be levied on the Transporter. Indulging in such activity in spite of previous warnings shall lead to Blacklisting of the Transporter/ termination of the contract. Black listing will debar Transporters from engaging in business with APL for the next three (03) years.
- 15.8** It shall be the responsibility of the Transporters to ensure adequate manpower is provided collectively to facilitate non-insulated MS/SS Truck mounted tanker entry / exit & Timely Bill submission and processing.
- 15.9** All truck mounted tankers should have adequate number of tarpaulins, to cover the complete consignment in such a way so as to ensure safety of the material en-route till final destination.
- 15.10** It shall be the responsibility of the Transporter to make adequate arrangement towards tracking of consignment en-route final destination.
- 16.0 OTHER STATUTORY CLAUSES:**
- 16.1** The Transporter/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his related workers or to a third person including loss to the properties of Owner /APL or to some other agency. The premium amount should be deposited with the insurance agency by the Transporter regularly and without any delay and /or default.
- 16.2** In case of any accident resulting in injury or death in respect of the personnel deployed by the Transporter during the execution of the work, the Transporter shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Transporter shall indemnify APL from such liabilities.
- 16.3** The Transporter/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Transporter/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 16.4** No worker of Transporter/contracting firm and Transporter himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Transporter/contracting firm shall have to change/replace him, failing which, APL may terminate the contract.
- 16.5** The Transporter/contracting firm shall indemnify APL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities

against any act or acts of the Transporter/contracting firm or his workers.

- 16.6** The Transporter/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 16.7** The persons to be deployed should be on rolls of the Transporter/contracting firm.
- 16.8** The Transporter/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the Transporter or his authorized representative. The Transporter/contracting firm shall also be responsible for obtaining the gate passes from Security in respect of all their personnel.
- 16.9** The supervision of the personnel shall be done by the Transporter/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the engineer-in-charge at the commencement of the contract.
- 16.10** The Transporter shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti- social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 16.11** The Transporter/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner, Dibrugarh if he engages 20 or more workmen/labours.
- 16.12** The Transporter/contracting firm shall pay the wages to the workers latest by 7<sup>th</sup> of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time in the presence of authorized representative of the Principal Owner i.e. HOD. The HOD shall ensure that the Transporter/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- 16.13** The Transporter/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The Transporter must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the HOD.
- 16.14** The Transporter/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/HOD in monthly/quarterly basis failing which APL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.



- 16.15** The Transporter/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 16.16** The Transporter/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no.16.13.
- 16.17** The Transporter shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the HOD. The checklist is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed /maintained by the Transporter himself regularly.
- 16.18** No accommodation will be provided to the Transporter/contracting firm as per guidelines of APL Head office at NAMRUP.
- 16.19** Tanker testing charges for Methanol Tanker is Rs700/- for each unsuccessful testing.
- 16.20** In the event of re-sitement /change of loading location of Company, Tank Trucks attached to the old loading location would get automatically attached to the re-sited/changed loading location and rate and other terms applicable to the old location shall apply to the new loading location.
- 16.21** In case the company desires to change the basis of loading of tank truck i.e., volume to weight or vice versa, the transportation rate shall be altered taken into account of various factors such as density, temperature, etc., of the products for determining standard conversion factor the discretion of the company.
- 17.0 Global Positioning System (GPS)**  
All the non-insulated MS/SS truck mounted tankers are to be made GPS enabled and IDs & Password are to be intimated to the Company. From Loading point to Delivery of the Consignment, the same password to be maintained for tracking the MS/SS truck mounted tankers if the company feels or any need arises whatsoever.
- 18.0 Product Adulteration:**  
APL shall take action as per the law of the land in the matter of complaint of malpractice, adulteration of the product or for any attempt to defraud the company or its customers by the Transporter. The occurrence of such misdeed shall also lead to termination of contract and also blacklisting of the tank lorries by the company /consignee. If concentration difference is found in the consignment received at customer end on testing, twice of the amount applicable will be recovered from the Transporter.

## CHECKLIST

### Documents to be attached with RA Bill

#### Sl. No. Document Periodicity Availability Status

- A Copy of labour license (applicable, if Transporter is With first bill engaging more than 20 workers)
- B Copy of comprehensive insurance cover (CAR With first bill policy/Workmen's Compensation Policy, whichever is applicable)
- C Copy of Contract Agreement With first bill
- D Gate Pass Details Every month
- E Copies of Forms under Contract Labour (R&A) Act, 1970  
Register of persons in Form XIII Every month  
Muster Roll in Form XVI Every month  
Register of Wages in Form XVII Every month
- F Copies of Forms under Factories Act, 1948  
Form 11 Every month  
Form 12 Every month  
Form 13 Every month  
Form 14 Every month  
Form 15 Every month  
Form 16 E Every month
- G Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952  
PF Challan Every month  
Form 12A Every month  
Form 2 (for new joinees) Every month  
Form 11(revised) - for new joinees Every month  
Form 3A Every month  
Form 5 Every month  
Form 10 Every month  
Form 5A With first bill  
Form 9 With first bill
- Form 6A At the end of financial year



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company

CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**Estimated Qty, Transit time and Distance****Annexure-I**

ZONES	STATE	DESTINATION	DISTANCE IN KM FROM NAMRUP	TOTAL QTY	TRANSIT TIME IN DAYS
NE-1	ASSAM	DIBRUGARH	68	15	1
NE-1	ASSAM	GUWAHATI	463	390	2
NE-1	ASSAM	TINSUKIA	41	100	1
NE-1	ASSAM	CHAYGAON	502	20	2
NE-1	ASSAM	JORHAT	153	100	1
NE-1	ASSAM	RANGIYA	472	20	2
NE-1	ASSAM	BAKSHIGHAT	720	150	3
NE-1	ASSAM	NUMALIGARH	200	20	1

ZONES	STATES	DESTINATION	DISTANCE IN KM FROM NAMRUP	TOTAL QTY	TRANSIT TIME IN DAYS
NE-2	MEGHALAYA	BORAPANI	500	50	2
NE-2	NAGALAND	DIMAPUR	265	100	2
NE-2	ARUNACHAL PRADESH	NAMSAI	110	20	1
NE-2	ARUNACHAL PRADESH	JAIRAMPUR	98	20	1
NE-2	ARUNACHAL PRADESH	CHOWKHAM	141	20	1
NE-2	ARUNACHAL PRADESH	DIYUN	140	20	1
NE-2	MANIPUR	IMPHAL	467	20	5
NE-2	SIKKIM	GANGTOK	957	20	5
NE-2	TRIPURA	AGARTALA	894	20	5

ZONES	STATES	DESTINATION	DISTANCE IN KM FROM NAMRUP	TOTAL QTY	TRANSIT TIME IN DAYS
NORTH-1	HARYANA	BAHADURGARH	2472	1000	10
NORTH-1	HARYANA	BHIWANI	2445	300	10
NORTH-1	HARYANA	PANIPAT	2443	1000	10
NORTH-1	HARYANA	REWARI	2365	500	10
NORTH-1	HARYANA	ROHTAK	2412	200	10
NORTH-1	HARYANA	SONEPAT	2401	1000	10
NORTH-1	HARYANA	YAMUNANAGAR	2541	1000	10
NORTH-1	HIMACHAL PRADESH	BADDI	2635	200	13
NORTH-1	RAJASTHAN	BHIWADI	2335	500	11
NORTH-1	DELHI	DELHI	2332	3000	10

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ZONES	STATES	DESTINATION	DISTANCE IN KM FROM NAMRUP	TOTAL QTY	TRANSIT TIME IN DAYS
NORTH-2	UTTAR PRADESH	LUCKNOW	1797	2000	9
NORTH-2	UTTAR PRADESH	RAE BAREILY	1810	50	9
NORTH-2	UTTAR PRADESH	BAREILLY	2048	300	9
NORTH-2	UTTAR PRADESH	KHALILABAD	1548	500	8
NORTH-2	UTTAR PRADESH	VARANASI	1578	25	8
NORTH-2	UTTARAKHAND	SITARGANJ	2086	1000	9

ZONE	STATE	DESTINATION	DISTANCE IN KM FROM RANINAGAR (SILIGURI)	TOTAL QTY	TRANSIT TIME IN DAYS
EAST (RANINAGAR)	WEST BENGAL	SILIGURI	46	275	1
EAST (RANINAGAR)	WEST BENGAL	ALIPURDUAR	104	50	1
EAST (RANINAGAR)	WEST BENGAL	MATHABHANGA	79	100	1
EAST (RANINAGAR)	WEST BENGAL	DHUPGURI	43	25	1
EAST (RANINAGAR)	WEST BENGAL	GHOSKADUNGA	91	100	1
EAST (RANINAGAR)	WEST BENGAL	BAKSHIRHAT	138	150	1
EAST (RANINAGAR)	WEST BENGAL	MYNAGURI	25	25	1

- ☐ New destinations/locations shall be added/deleted as and when the need arises and shall be binding on the Transporter/Transporters.
- ☐ Estimated quantities are based on approximation and are subjected to change depending upon market demands. APL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the Transporters. The likely destination-wise quantity is mentioned only for the purpose of facilitating evaluation and comparison forbid.



## **भाग – VII SECTION-VII**

### **HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS**

## SECTION-VII

### **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

#### **1.0 SCOPE**

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Transporters during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

#### **2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Transporter shall ensure that the APL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Transporter shall promote & develop consciousness for health, safety & environment among all personnel working for the Transporter. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Transporters [including his sub-Transporters] as brought out during review/audit by APL / external agency authorized by APL, shall be complied by Transporter and its report to be submitted to APL.
- 2.5 Transporter shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, APL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with APL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by APL and Transporter shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Transporter for taking suitable actions should be taken by the Transporters to avoid recurrence of such incidences.
- 2.7 Transporters shall ensure that all their staffs and workers, including their sub-Transporter(s), shall possess the necessary tools, Equipment's & documents as per APL's Fire, Safety & Security Rules & Guidelines. All those tools, equipment & documents shall conform by Transporter to APL.
- 2.8 Transporter shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All the necessary documents/tools for the tanker should be thoroughly checked by the Transporter
- 2.10 Transporters do not carry match boxes inside the premises while entry for loading and these are to be deposited at the gate and same to be collected while exit.
- 2.11 Transporters shall not visit or loiter around in any area other than the one they have been authorized to go.
- 2.12 Transporters shall not be permitted to smoke inside the premises.
- 2.13 APL's security personnel will thoroughly check while entry and exit of tanker whether any explosives/weapons/accessories to explosives etc., empty containers, any article used as a weapon/dead weight, exhaust pipe of tanker is throwing out sparks.
- 2.14 Transporters will not allow to any other material other than what has been authorized by a gate pass including quantity. In case excess materials or any unauthorized materials are discovered, those people will be handed over to Police.



- 2.15 Transporters and their drivers should strictly follow safety instructions as per statutory guidelines for transportation of Hazardous chemicals (As per MSIHC Rule 1989, PESO guidelines and Central Motor Vehicle Act 1988).
- 2.16 Transporter drivers must possess APL's Transport Emergency Card (TREM Card) and Material Safety Data Sheet (MSDS) which is available in English, Hindi & Local Language and drivers must be made aware of the information mentioned in the TREM Card and MSDS.
- 2.17 Earthing must be provided during loading and unloading
- 2.18 No ignition source is allowed near petroleum product while loading & unloading
- 2.19 No use of Mobile Phones, matchbox, cigarette or any kind of ignition source near hazardous chemical transportation vehicle.
- 2.20 Vehicle drivers must have valid "Hazardous goods handling training certificate"
- 2.21 Every Truck mounted tanker of a Hazardous chemical shall be clearly labeled or marked to identify the contents of container/tanker & contact number, address of the manufacturer of the Hazardous chemical
- 2.22 The Physical, chemical and toxilogical data must be displayed on each vehicle (As per MSIHC Rule 1989 and Central Motor Vehicle Rules 1989)
- 2.23 Driver of hazardous chemicals carrying vehicle must be well trained on emergency handling in case of accidental release or leakage.
- 2.24 Emergency contact numbers of emergency service such as Fire, Ambulance, Police must be displayed on the vehicle (As per MSIHC Rule 1989 and Central Motor Vehicle Rules 1989)
- 2.25 Suitable type of Fire Extinguishers, PPEs, antidotes, emergency kits, spark arrester are to be kept in vehicle and must be maintained in good and working condition. Drivers and cleaners should necessarily maintain and use PPEs to meet specific requirements during chemical accidents
- 2.26 Transporter has to appoint only skilled, well trained, experienced and valid driving license holder drivers for transportation of Hazardous goods of tanker.
- 2.27 Defensive driving training & involvement in mock drills are necessary to be imparted periodically to drivers by the Transporters or vehicle owners.
- 2.28 Reflective tape must be pasted on each Hazardous goods handling vehicle.
- 2.29 The vehicle (tanker) must be equipped with emergency facilities such as First Aid Boxes, Tool Box etc., and must be maintained on good condition.
- 2.30 Valid Hydro Test and tanker wall thickness test certificate (Ultrasonic test) must be available in the vehicle.
- 2.31 All the vehicle (tanker) documents as per Government rule must be available with vehicle driver.

- 2.32 Transporter should give training to their drivers to maintain a record inspection round the clock at least every Two hours, to check the pressure, temperature of the product to see that no leaks are developed and to check the temperature of hubs and temperature of hubs and tires or to spot any abnormality in the vehicle.
- 2.33 Transporter should maintain the truck mounted tanker in sound mechanical conditions and having all the necessary fittings up to the standards laid down by the company from time to time.
- 2.34 Truck mounted tankers are to be painted as per the instructions given by APL. Additional declaration is made in Emergency information panel, logos and Advertisement of the specified brand names as directed by APL.
- 2.35 Truck mounted Tankers are Epi Coated and or chambers are cleaned periodically as directed by APL from time to time,
- 2.36 All the truck mounted tankers are to be fitted with standard type retractable safety seat belts for both Driver & Cleaner.
- 2.37 Having adequately trained crew (Driver & Cleaner) for efficient operation and training to Truck mounted tankers Drivers under Motor Vehicle Act & optioning the endorsement on the Driving License would be the responsibility of the Carrier.
- 2.38 Driver health check up and medical certificate is submitted to location at the time of engaging and subsequently at once in six months.
- 2.39 All the Truck mounted tankers under the control of Transporter has to properly calibrated /stamped under the Weights & Measurements Act. These shall be calibrated for single capacity up to maximum permitted under, Motor Vehicles Act.
- 2.40 Be equipped with sufficient number of rubber hoses having suitable couplings at both ends, Bonding/earthing with heavy duty crocodile clips and dip rods duly certified by Weights & Measures Department.
- 2.41 The officials of the company (APL) would be entitled to inspect at any time, the tank trucks and / or the documents of the carrier /its crew is liable to carry under any statute /regulation of the terms & conditions. Further, carrier shall submit to the company certified true copies of calibration certificate and Explosive license and their renewals for truck mounted tanker.

#### **RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'**

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 – 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 – 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 – 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 – 1978	Eye Protectors
IS: 9167 – 1979	Ear Protectors
IS: 3521 – 1983	Industrial Safety Belts & Harnesses

## **भाग – VIII SECTION- VIII**

### **UN-PRICED SCHEDULE OF RATES**

### **[SOR] (PRICED SOR TO BE SUBMITTED IN FINANCE FOLDER)**

- **BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER–  
Page no. 61 to 72 under section III of ITB**

#### **e-Tender Helpdesk**

APL :- Phone: 98643 64108

Mobile: 9435009953/8309363129

Email: [rlnapl@assampetrochemicals.co.in](mailto:rlnapl@assampetrochemicals.co.in)



**SECTION – VIII**

e-TENDER No.: APL/Mktg/Trptn/2021-22/01

**SCHEDULE OF RATES [SOR] – UNPRICED**

**NAME OF WORK:** “HIRING OF SERVICES FOR TRANSPORTATION OF METHANOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.

**NAME OF BIDDER:** \_\_\_\_\_

**Item Wise BoQ**

Validate

Print

Help

Sl. No.	ZONE	Destinations	Quantity	Units of Measurement (UOM)	Quoted Currency in INR	Basic rate in figures to be entered by the bidder in (Rs. /MT)	Total amount (Rs. /MT)	Total amount in words
1	2	3	4	5	6	7	8	9
1	NE-1 (ASSAM)	Namrup to Dibrugarh	15.00	MT	INR		0.00	INR Zero Only
2	NE-1 (ASSAM)	Namrup to Guwahati	390.00	MT	INR		0.00	INR Zero Only
3	NE-1 (ASSAM)	Namrup to Tinsukia	100.00	MT	INR		0.00	INR Zero Only
4	NE-1 (ASSAM)	Namrup to Chaygaon	20.00	MT	INR		0.00	INR Zero Only
5	NE-1 (ASSAM)	Namrup to Jorhat	100.00	MT	INR		0.00	INR Zero Only
6	NE-1 (ASSAM)	Namrup to Rangiya	20.00	MT	INR		0.00	INR Zero Only
7	NE-1 (ASSAM)	Namrup to Bakshirhat	150.00	MT	INR		0.00	INR Zero Only
8	NE-1 (ASSAM)	Namrup to Numaligarh	20.00	MT	INR		0.00	INR Zero Only
9	NE-2 (MANIPUR)	Namrup to Imphal	20.00	MT	INR		0.00	INR Zero Only
10	NE-2 (SIKKIM)	Namrup to Gangtok	20.00	MT	INR		0.00	INR Zero Only



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11	NE-2 (MEGHALAYA)	Namrup to Barapani	50.00	MT	INR		0.00	INR Zero Only
12	NE-2 (NAGALAND)	Namrup to Dimapur	100.00	MT	INR		0.00	INR Zero Only
13	NE-2 (ARUNACHAL PRADESH)	Namrup to Namsai	20.00	MT	INR		0.00	INR Zero Only
14	NE-2 (ARUNACHAL PRADESH)	Namrup to Jairampur	20.00	MT	INR		0.00	INR Zero Only
15	NE-2 (ARUNACHAL PRADESH)	Namrup to Chowkham	20.00	MT	INR		0.00	INR Zero Only
16	NE-2 (ARUNACHAL PRADESH)	Namrup to Diyun	20.00	MT	INR		0.00	INR Zero Only
17	NE-2 (TRIPURA)	Namrup to Agartala	20.00	MT	INR		0.00	INR Zero Only
18	NORTH-1 (HARYANA)	Namrup to Bahadurgarh	1000.00	MT	INR		0.00	INR Zero Only
19	NORTH-1 (HARYANA)	Namrup to Bhiwani	300.00	MT	INR		0.00	INR Zero Only
20	NORTH-1 (HARYANA)	Namrup to Panipat	1000.00	MT	INR		0.00	INR Zero Only
21	NORTH-1 (HARYANA)	Namrup to Rewari	500.00	MT	INR		0.00	INR Zero Only
22	NORTH-1 (HARYANA)	Namrup to Rohtak	200.00	MT	INR		0.00	INR Zero Only
23	NORTH-1 (HARYANA)	Namrup to Sonapat	1000.00	MT	INR		0.00	INR Zero Only
24	NORTH-1 (HARYANA)	Namrup to Yamunanagar	1000.00	MT	INR		0.00	INR Zero Only
25	NORTH-1 (HIMACHAL PRADESH)	Namrup to Baddi	200.00	MT	INR		0.00	INR Zero Only
26	NORTH-1 (RAJASTHAN)	Namrup to Bhiwadi	500.00	MT	INR		0.00	INR Zero Only
27	NORTH-1 (DELHI)	Namrup to Delhi	3000.00	MT	INR		0.00	INR Zero Only
28	NORTH-2 (UTTAR PRADESH)	Namrup to Lucknow	2000.00	MT	INR		0.00	INR Zero Only
29	NORTH-2 (UTTAR PRADESH)	Namrup to Rae Bareilly	50.00	MT	INR		0.00	INR Zero Only

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30	NORTH-2 (UTTAR PRADESH)	Namrup to Bareilly	300.00	MT	INR		0.00	INR Zero Only
31	NORTH-2 (UTTAR PRADESH)	Namrup to Khalilabad	500.00	MT	INR		0.00	INR Zero Only
32	NORTH-2 (UTTAR PRADESH)	Namrup to Varanasi	25.00	MT	INR		0.00	INR Zero Only
33	NORTH-2 (UTTARAKHAND)	Namrup to Sitarganj	1000.00	MT	INR		0.00	INR Zero Only
34	EAST (WEST BENGAL)	Raninagar to Siliguri	275.00	MT	INR		0.00	INR Zero Only
35	EAST (WEST BENGAL)	Raninagar to Alipurduar	50.00	MT	INR		0.00	INR Zero Only
36	EAST (WEST BENGAL)	Raninagar to Mathabhanga	100.00	MT	INR		0.00	INR Zero Only
37	EAST (WEST BENGAL)	Raninagar to Dhupguri	25.00	MT	INR		0.00	INR Zero Only
38	EAST (WEST BENGAL)	Raninagar to Ghoskadunga	100.00	MT	INR		0.00	INR Zero Only
39	EAST (WEST BENGAL)	Raninagar to Bakshirhat	150.00	MT	INR		0.00	INR Zero Only
40	EAST (WEST BENGAL)	Raninagar to Mynaguri	25.00	MT	INR		0.00	INR Zero Only

**e-TENDER No.: APL/C&P/Mktg/2022-23/034****NAME OF WORK: “HIRING OF SERVICES FOR TRANSPORTATION OF METHONOL & FORMALIN FROM APL, NAMRUP & RANINAGAR TO VARIOUS ZONES ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.****NAME OF BIDDER:** \_\_\_\_\_**Note:**

1. Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.
2. **Rates per MT** must be quoted by the bidder. The rates can be quoted upto two decimals only. In case the rate quoted by bidder beyond two decimals, the figures beyond two decimals shall be ignored without rounding off.
3. The bidder is required to quote the rates in figures and words. In case of discrepancy, correction of errors will be done as per clause no. 29 of ITB of tender document.
4. **The bidder(s) as GTA (Goods Transport Agency) registered under GST (service provider) will be required to quote their rates excluding GST. GTA service provider may opt to charge GST (and to specify above) @5% without ITC or GST @12% with ITC liable to pay GST. GTA has to ensure filing of monthly required GST return and timely payment of GST as applicable.**
5. The evaluation of prices shall be made on zone-wise basis.
6. The SOR quantities are only for estimation purpose and may vary to any extent, depending upon the market dynamics.
7. FULL FORM OF MT – METRICTON.

*Name of authorized person submitting the tender on behalf of the Bidder :***Date:****Designation of authorized person:****Place:****Name of firm /Transporter:****Address of firm / Transporter:**
