



TENDER NO : APL/C&P/F&A/2022-23/116

DATE : 23.02.2023



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

Tender Document

For

APPOINTMENT OF FINANCIAL ADVISOR

Tender No. **APL/C&P/F&A/2022-23/116**



TENDER NO : APL/C&P/F&A/2022-23/116

DATE : 23.02.2023

ASSAM PETRO-CHEMICALS LIMITED**Contracts & Purchase Department
P.O. Parbatpur, Namrup – 786623 (Assam)**

Ref.No. : APL/C&P/F&A/2022-23/116/3433

Dated : 23/02/2023

NOTICE INVITING TENDER

Assam Petrochemicals Limited (APL) invites tenders from competent & experienced contractors for the under mentioned job in **Single stage Two bid system** comprising Techno-Commercial Bid & Price Bid.

Name of Work	Earnest Money	Tender Processing Fees incl. GST
Appointment of Financial Advisor	Rs 6,40,000/-	Rs 6,400/-

BID DOCUMENT ISSUE PERIOD	From 10.00 Hrs on dt. 24.02.2023 up to 15.00 Hrs on dt. 16.03.2023
LAST DATE OF BID SUBMISSION	Up to 15.00 Hrs on dt. 16.03.2023
PRE-BID MEETING	At 15.00 Hrs on dt. 03 .03.2023
BID OPENING DATE	At 15.00 Hrs on dt. 17.03.2023
BID SUBMISSION	In e-tendering portal https://assamtenders.gov.in/nicgep/app
AVAILABILITY OF TENDER DOCUMENTS	5.1. https://assamtenders.gov.in/nicgep/app 5.2. www.assampetrochemicals.co.in

Sd/-
Managing Director

1. **INTRODUCTION**

Assam Petro-Chemicals Ltd. (APL) is a public sector undertaking with major stakes held by Oil India Limited and Governor of Assam. APL was incorporated on 22nd April 1971 for production of Methanol and Formalin. At present, APL has a Methanol-manufacturing capacity of 100 TPD and a Formalin-manufacturing capacity of 125 TPD.

APL is in the process of commissioning a 500 tonnes per day Methanol manufacturing plant at Namrup, along with a downstream 200 TPD Formalin plant at Boitamari, West Assam (hereafter referred to as "**The Project**" or "**the Transaction**"). APL proposes to appoint Financial Advisor through Single Stage two bid system Open tendering process for advisory /realignment/restructuring/refinancing of the existing loan and arrangement of incremental project cost and working capital required post COD of the project and advisory in state and central subsidy schemes.

2. **SCOPE OF WORK**

The scope of work will be divided into three phases and company can avail any one or more of the phases from the selected party.

- 2.1 Financial appraisal including preparation of approach note.
- 2.2 Debt Refinancing / restructuring and fresh debt / Facility syndication
- 2.3 Arrangement of Viability Gap funding by way of Natural Gas Subsidy from MoPNG, Govt. of India

The selected bidder will be shared the details and summary of present arrangements. The Consultant has to submit the Financial appraisal including preparation of approach note the benefit that they may provide to the company over and above the existing arrangement.

The contract may be awarded Phase wise in three phases or may be awarded in single phase at the sole discretion of the management.

2.1 Financial Appraisal

2.1 Financial Feasibility

2.1.1 Review of Project

- Analyzing the technical and commercial profile of the Project based on the latest/updated TEFR/LIE report; and

- Perform review of the Project on the various aspects such as techno-economic viability, commercial viability, cost overrun etc. and understand the requirement from the perspective of APL and also the assistance required from lenders and other stakeholders.

2.1.2 Financial Modeling

- The Advisor would develop a detailed financial model incorporating projected balance sheets, income statements, sources and the uses of funds, debt service schedule, additional debt tie up required for the project, depreciation schedules, tax sheets and any key ratios and submit to client for review and approval/ acceptance.
- A sensitivity analysis will be performed to assess the sensitivity of the base case projection to key operating variables

2.1.3 Analyse the Financial Support required from Government (Central/ State)

- The Advisor will prepare a detailed analysis on support from State GoA and subsidies from State and Central Govt. that may be provided to the project to improve the viability of the project and its profitability metrics going forward. The advisor will submit the various state and central subsidy available to the company, its draft and presentation. Advisor will assist the client in presentation / submission of documents, clarifications etc to various Govt Authorities. Advisor will suggest the various subsidies available to Mega Project as per the prevailing Industrial Policy along with Rationale and assist client in preparation of presentation, representations, Clarifications etc as may be required from time to time.

2.1.4. Financing Plan

Discussions would be held with potential lenders including existing lender regarding financing / restructuring etc. Taking into consideration, the Financing Plan will:

- Identify an optimum capital and debt structure based on the debt service capacity of the Project cash flows and the appetite of potential providers of finance/existing lenders;
- Identify the debt amount proposed to be refinanced / restructured and fresh term debt tie up required for the Project
- Terms of financing for the refinanced term debt/ restructured term debt
- Terms of financing for fresh term debt raised
- Terms of financing for fresh working capital required for the Plant
- Alignment of security structure between existing lenders and any new proposed lender
- Perform Risk Analysis and suggest Risk Mitigation Strategies

Preparation of Approach Note/Information Memorandum

The Approach Note/ Information Memorandum would broadly include, inter alia, the following:

- Disclaimers, confidentiality undertakings and glossary of terms;

- Executive summary, including summary of terms and conditions of the financing plan;
- Overview of the Project including the development concept, locational aspects, procurement and contracting, construction schedule, capital costs, management, organization, environmental issues, Government approvals and permits and insurance;
- Information on the Client, including history, ownership, management, organization, major business plans;
- Overview of the industry, with emphasis on the investment climate in the area;
- Analysis of the commercial aspects of the Project including a summary of the overall contractual framework and all other key Project documents detailed financing plan, including sources and uses of funds and security structures;
- Analysis of support from State GoA and subsidies from State and Central Govt. that may be provided to the project to improve the viability of the project and its profitability metrics going forward. The advisor will submit the various state and central subsidy available to the company, its draft and presentation along with rationale for approval of subsidy.
- The financial analysis, including the base case financial model and in-depth sensitivity analysis.

2.2 DEBT REFINANCING/RESTRUCTURING AND FRESH DEBT/FACILITY SYNDICATION

2.2.1 Approach to Lenders both existing and new lenders and preparation of Term Sheets for Refinance / Restructuring / Fresh Loan/Facility Arrangement

The Advisor will prepare indicative term sheets of the financing tranches, including major borrowers' representations and warranties, main covenants etc for refinancing/ restructuring the existing loan and additional term debt and working capital tie up and submit to client for approval before approaching any Bank / Financial Institution. The Advisor will approach the Lenders, initiating discussions, associating in joint presentations along with the Client, getting commitments, negotiating detailed term sheets, secure sanction of Facility and finalise documentation related to the debt refinanced/ fresh debt tied up and submit to client. The Client will assist the Advisor and attend meetings with officials of Bank / Financial institutions, negotiations, Finalisation of Final Term Sheet/ Documentation for signing Refinance / Restructuring / Fresh Loan/Facility Arrangement by Advisor although some assistance may have been done by the Client.

Any arrangement with existing banker will not be considered Refinance / Restructuring / Fresh Loan/Facility Arrangement. Further the consultant has to provide the benefit that will be available to the company with the scheme of arrangement. If no monetary benefit is available then the consultant will not be paid any charges. Further, if, Client may have approached certain Banks / Financial Institution, then any arrangement from those shall not form part of Refinance / Restructuring / Fresh Loan/Facility Arrangement within the scope of the Advisor if done by the Company / Client officials.

2.2.2 Due Diligence on behalf of Lenders

The Advisor will work with the Client in furnishing the Lenders' due diligence requirements and coordinating the activities for the loan until the receipt of final sanction.

2.2.3 Assistance in Documentation

Once the necessary sanctions from lenders are in place, the Advisor would assist co-ordinate and arrange for meetings for finalizing the terms of loan documentation on behalf of the Client.

2.2.4 Appointment of Other Consultants

For tax, legal and other specialized technical requirements, the services of an external tax/legal/technical consultant may be sought by the Client. While the terms and conditions would be settled directly between the Client and the external consultant, the Advisor will assist the Client in outlining the scope of services and negotiating the terms and conditions. The expense incurred for these services will be borne directly by the Client.

2.3 ARRANGEMENT OF VIABILITY GAP FUNDING BY WAY OF NATURAL GAS SUBSIDY FROM MoPNG, GOVT. OF INDIA

The Advisor will prepare the model and indicative GAP in project profitability, various alternative to mitigate the gap and submit for approval of the Client. On Approval the Advisor will approach the concerned Department(s) on behalf of client and obtain the sanction of proposed / approved scheme. The Advisor will approach the departments / institution initiate discussions, associating in joint presentations along with the Client, getting commitments, negotiating detailed term sheets / model for Viability Gap Funding/ scheme of subsidy. If no benefit is available or the benefit available is not commensurate to meet the viability than the consultant will not be paid any charges

Deliverables:

The Advisor shall submit 2 (two) sets of draft report & recommendation in bound form together with a soft copy in editable word / excel format for scrutiny and comment of APL. Upon clearance with comment, if any ,of APL , 5 (FIVE) copies of the final report in bound form should be

submitted along with a soft copy (both in pdf & word/excel format)for reproduction which will be required for internal circulation and other purpose.

Performance Guarantee

The Advisor shall complete the job within stipulated time and with benefit to the company. In case same is not established or the Advisor fails to secure the Loan / subsidy/ VGF as proposed by Advisor and approved by Management the Advisor shall be liable to pay to Client the whole of the fee paid to by the Advisor against the said job.

3. BID EVALUATION CRITERIA

- A. The Bidder must be a Financial Advisory Firm having the necessary mandate from appropriate authority (SEBI) etc (if required) and experience providing Financial Advisory Services on (i) Financial Appraisal and other Advisory Services, (ii) arranging of incremental Facilities, (iii) refinancing / restructuring of existing debt and (iv) Consultancy / Arrangement of Viability Gap Funding /Subsidy / PLI scheme from Government Authorities etc.

Necessary documentation to support this claim to be signed by the authorized signatory of the Company & Certified by a practicing Chartered Accountant mentioning Firm name & number and submitted as part of the technical bid.

- B. The Bidder must have completed at least 1 assignments for any Central/State Govt entities/ Large Private sector companies of repute in any Advisory role during the last 7 years reckoned from 30-09-2022.

- C. Bidder should be an individual institution. Consortiums are allowed to bid.

Time is essence of the contract and agreeing on the terms of NIT including payment terms will be preferred. The bids will be evaluated on the basis of documents submitted in support of eligibility criteria. Financial Bid of Technically qualified bidders shall be considered for opening of Financial Bids. The successful bidder will be selected on the Methodology for evaluation of Bids as mentioned in this NIT.

Rs. 1350 Crs (TL- Rs.1250 Crs and CC/ Working Capital Requirements – Rs. 100 Crs) shall be considered for evaluation purpose only.

1. Technical Bid

1	Size of Operations	10
	<p>Average Turnover during the last three years from Financial Advisory & Appraisal/ Fund Raising and Refinancing/ Restructuring Activities</p> <ul style="list-style-type: none"> • Upto Rs.25 Crore (5 Marks) • More than Rs. 25 Crore up to 50 Crore (7 Marks) • More Than Rs.50 Crore-10Marks <p>(Document Required : Audited Financial Statement)</p>	
2	Experience of Bidder in the field of syndication and debt refinancing/debt restructuring	20
	<p>The Bidder must have completed at least three Facility Arrangement/Debt Syndication/Restructuring assignments of minimum Rs.500.00 Crores each during the last 7 (seven) years reckoned from 30-09-2022 in any sector inclusive of Petrochemical / Hydrocarbon / CGD projects or Two Facility amounting to Rs625.00 Crores or One Facility amounting to Rs. 1000.00 crores.</p> <ul style="list-style-type: none"> • 3 - 5 Cases - 10 marks • More than 5 Cases - 20 marks 	
3	Experience in Vialibility Gap Funding/Subsidy/Consultancy in PLI Schemes etc from Govt	30
	<p>The Bidder must have completed at least 3 project for arrangement of Vialibility Gap Funding/Subsidy/Consultancy in PLI Schemes etc from Govt. Authorities during the last 7 years reckoned from 30-09-2022.</p> <ul style="list-style-type: none"> • Upto 3 Cases - 10 marks • 3 - 5 Cases - 20 marks • More than 5 Cases - 30 Marks <p>Documents required: Evidence of Assignment done in the form of mandate letter / Work Order</p>	
4	Team members and their experience in the proposed assignment	20
	<p>Minimum 10 Employees on Roll</p> <p>Minimum 10 Team Members are Technical/Professional and must have educational qualification with preferably Chartered Accountant / Chartered Financial Analyst / Company Secretary/Cost Accountant/ MBA (Finance)/ Master in Finance or related field) in the related field of Commercial Banking / Credit Management/Financial Consultancy/ Financial Appraisal or Advisory / Debt Arrangement services /Debt Syndication/ Debt Restructuring</p>	

	(Documents Required : Declaration on bidder's letter head along with Certificate by authorized signatory.) 10 Technical/Professional Employees (10 Marks) 11-20 Technical/Professional Employees (15 Marks) More than 20 Technical/Professional Employees-20 Marks	
5	Experience of Team Leader, in full time employment	10
	Less than 10 Years (5 Marks) More than 10 Years (10 Marks) (Documents Required : Declaration on bidder's letter head along with Certificate by authorized signatory.)	

The Bidder securing more than **40** marks will be eligible for opening of Price Bids

4. METHODOLOGY FOR EVALUATION OF BIDS

1. This Tender is subjected to QCBS Criteria and hence Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive and qualified under BEC compliance and on scoring minimum qualification score as per the QCBS Methodology. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on APL.

2. Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected

3. **QUALITY & COST BASED SELECTION (QCBS) METHODOLOGY:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

a) Bids shall be evaluated both in terms of „Quality as well as ‘Quoted Price’ i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the ‘Quality’ is 20 and the weightage for the ‘Quoted’ price is 80.

b) The marks allocated against various sub-sections under ‘Quality’ of Bid shall be as hereunder:

Note:

a. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.

b. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate –

(i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted &

(ii) Marks Claimed by the bidder against each Quality parameter, in the format as mentioned above and submit the same along with the technical bid.

c. APL reserves the right to verify any or all data/document/information provided by the bidder. False statement by the bidder will make it liable for appropriate action.

iii. bid shall have to meet The Minimum Qualifying Marks of 40 marks in “Quality” Criteria. Bids not meeting the minimum qualifying marks in “Quality Criteria shall be rejected.

iv. Qualified Bid (meeting the minimum Qualifying Marks of 40 in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.

v. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted.

- a) An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of **40** in ‘Quality Evaluation Criteria’ using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid: where,

$$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$$

C Evaluated Bid Price of the bidder

C_{low} The Lowest of the evaluated bid prices among the responsive bids

T The Total marks obtained by the bidder against 'Quality Criteria'

T_{high} The total marks achieved by the best bid among all responsive bids against Quality criteria

X 0.8 =(The weightage for Quoted price is 80)

Y 0.2 =(The weightage for Quality is 20)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

vi. **Awarding Methodology:**

Bidder scoring **Highest Evaluated Bid Score (B-1)** shall be awarded Contract for Operation services.

In the event of two or more bidders having the same highest Evaluated Bid Score (B-1), the bidder scoring the highest marks against *Quality criteria* shall be ranked higher and will be awarded the Contract .

Even then, if there is a tie in *Quality* criteria, a draw of lot will be resorted to for ranking of bidder and the bidder ranked higher will be awarded Contract for Operation Services .

Contract for operation will be awarded to the other B-1 bidder(s) in descending order of marks obtained against *Quality* criteria or incase of tie, ranking through Draw of Lot.

5. INSTRUCTION TO BIDDER:

- 5.1. **Rates quoted should be inclusive of all taxes and duties but exclusive of GST.**
- 5.2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than **Rs. 100.00** within 15 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-IV**
- 5.3. **EARNEST MONEY DEPOSIT** : The bidder has to deposit a sum of **Rs. 5,60,000** (Rupees Five Lakh sixty Thousand Only) in online mode only by NET Banking/RTGS/NEFT or Bank guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-I**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.
- 5.4. EMD validity (For BG Only): EMD shall initially be valid for 6 months from the due date for bid submission. Bidder shall extend EMD Validity on its expiry as per requirement of APL till the order is not placed on Vendor / Contractor (Successful Bidder); failing to provide Extension in EMD Validity shall lead to rejection of bid.
- 5.5. MSME valid certificate under category of similar works will be considered for exemption of EMD.
Definition of Similar nature Work – AS per Clause 3.A
- 5.6. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids
- 5.7. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.
- 5.8. The bidder shall provide the authority to the person signing the bid.
- 5.9. **TIME SCHEDULE** : The completion of the activities in a time bound manner is the Client requirement. Total duration of works shall be 6 (Six) months from the date of award of contract. The detailed timelines shall be submitted by the Advisor in the Technical Bid Document and should be within the said timelines.
- 5.10. **Liquidated Damages / Penalty for Delay in Execution / Price Reduction for delayed completion:**
The time and date of completion as stipulated in the LOA/Work Order shall be deemed to be the essence of the agreement. For any delay in completion of work or part thereof beyond the completion date as stipulated, the Client may Accept delayed completion at prices reduced by a sum equivalent to one percent (1%)

of the total Order value for every week of delay or part thereof, limited to a maximum of TEN percent(10%) of the Total Order Value.

5.11. **Performance Guarantee**

The Advisor shall complete the job within stipulated time and with benefit to the company. In case same is not established or the Advisor fails to secure the Loan / subsidy/ VGF as proposed by Advisor and approved by Management the Advisor shall be liable to pay to Client the whole of the fee paid to by the Advisor against the said job

5.12. **MOBILIZATION ADVANCE**: Not Applicable

5.13. **ACCOMMODATION**: No site facility like accommodation, vehicles etc. shall be provided. If any the same shall be subject to availability and on chargeable basis.

5.14. **BID VALIDITY** : Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.

5.15. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

5.16. APL, at its discretion may make responses, which it believes to be of significance to all Bidders, available to all Bidders.

5.17. All changes to the Bid Documents including any extension to the Bid Submission Date will be uploaded in the website of APL i.e. www.assampetrochemicals.co.in. All Bidders must acknowledge receipt of all Amendments issued against the request for proposals when the Amendment is received, and additionally, Bidders must confirm that all Amendments have been incorporated in the preparation of their Bid.

5.18. APL will not accept as valid reason or be responsible for any postal delay or non-receipt/non-delivery of the Bids.

5.19. The Bid shall be signed by the authorised signatory of the Bidder who shall also initial each page. The Bid shall contain page numbers and shall be bound together in hard cover or spiral bound.

5.20. No erases or over writings are permissible. All the alterations, omissions, additions or any other amendments made in the Bid shall be initialled by the person(s) signing the Bid.

- 5.21. **Rejection of Bids**-Any Bid received by the APL after the expiry of the Date of submission of Bids will be rejected outright and returned to the Bidder. Bids not containing all the information sought will be rejected. Acceptance and rejection of the Bids is the Sole discretion of APL Management. Decision of the APL Management in the matter shall be Final.
- 5.22. **OPENING OF BID:** Tender will be opened online on 17.03.2023 at 15:00 Hrs in presence of tenderers / authorized representative of the Tenderer who wish to be present.
- 5.23. If the tenderer deliberately gives wrong information in his tender or creates circumstances for the acceptance of his tender, APL reserves the right to reject such tender at any stage.
- 5.24. By submitting a tender, the tenderer will be deemed to have satisfied himself of the scope of the work. The tenderer shall sign all the documents submitted (including a copy of NIT) and put firm's stamp with date on each page of the Tender. All the pages should be numbered. The tenderer should be willing to take up work according to terms and conditions as set out.
- 5.25. APL reserves its right to postpone the date for submission and opening of tenders.
- 5.26. APL reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- 5.27. The application for tender does not entitle any tenderer for automatic grant of award.
- 5.28. Tender documents as submitted by a tenderer shall become the property of APL and APL shall have no obligation to return the same to the tenderer.
- 5.29. Canvassing in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tender submitted by the Insurance companies who resort to canvassing will be liable for rejection without any further reference.
- 5.30. The successful bidder after award of the contract has to sign Non-Disclosure Agreement within 7 days of the date of Work Order
- 5.31. **APPLICABILITY OF LAW & JURISDICTION** : The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.

5.32. The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.

5.33. For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	<p>N.B.Borah ,DGM (C&P)</p> <p>Email-borah.nb@assampetrochemicals.co.in</p> <p>Phone-+91-94351 39178</p> <p>S.Das ,DGM(F&A)</p> <p>Email- s.das@assampetrochemicals.co.in</p>
Address	<p>Assam Petro-Chemicals Limited</p> <p>P.O. Parbatpur, Dist-Dibrugarh</p> <p>PIN-786 623</p>

6. INCOME TAX AND GST

- Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.
- The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax"** (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)
- Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.
- GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
- GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.

6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
10. Any other provisions in the GST not mentioned above will be sou-motto applicable.
11. The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.

7. Terms Of Payment

- 7.1 For preparation of the Approach Note/ Information Memorandum, the Bidder may quote a Lumpsum Fee plus applicable taxes. Payment terms shall be as under:

Particulars	Payment milestone
On Acceptance of Draft Approach Note/ Information Memorandum	75% of the Lumpsum Fee plus applicable taxes
On Submission of Final Approach Note/ Information Memorandum	15% of the Lumpsum Fee plus applicable taxes
On Completion of Assignment	10% of the Lumpsum Fee plus applicable taxes

Notes:

The Amount Rate quoted by the bidder to be inclusive of expenses relating to Tours and Travelling and all out of Pocket Expenses.

7.2 For Loan Refinancing / Restructuring / Fresh Term Loan or Working Capital Syndication, the price/ commercial bid has to be placed as a percentage of the funds (existing & new term loan and working capital) proposed to be refinanced / restructured / syndicated from lenders/ financial institutions.

The Payment terms shall be as under:

Particulars	Payment milestone
On Acceptance of Sanction letter by APL	50% of the %age fee quoted for the proposal
On Signing of Documents / Loan Agreement	25% of the %age fee quoted for the proposal
On Completion of Assignment	25% of the %age fee quoted for the proposal

Notes:

- Any funds arranged by APL shall not be considered for payment to Advisor.
- After acceptance of proposal if the funds are not arranged or short arranged or payment against milestone 1 already done will be adjusted to that effect (Surplus if any shall be refunded immediately).
- If after payment of Milestone 1 the Advisor is not in a position to arrange the funds within timeline mentioned in NIT or Agreed or assignment could not be completed within the timelines informed then 110% of the amount paid along with taxes shall be refunded to APL immediately on expiry of 7 days of such timelines.
- The Amount Rate quoted by the bidder to be inclusive of expenses relating to Tours and Travelling and all out of Pocket Expenses.
- If the Job of Loan Refinancing / Restructuring / Fresh Term Loan or Working Capital Syndication is awarded then the fees payable for preparation of the Approach Note/ Information Memorandum shall be deducted from the above fees on payable.

7.3 For Arrangement of Viability Gap funding by way of Natural Gas Subsidy from MoPNG, Govt. of India or any other alternative Party has to quote a lump sum fee

Particulars	Payment milestone
On Submission of Proposal Note (s) to Institution / Departments	5% of the Lumpsum Fee plus applicable taxes
On Receipt of Approval / Sanction	50% of the Lumpsum Fee plus applicable taxes

On Completion All formalities as may be required by the department	25% of the Lumpsum Fee plus applicable taxes
On Receipt of 1st Disbursements	20% of the Lumpsum Fee plus applicable taxes

Notes:

The Amount Rate quoted by the bidder to be inclusive of expenses relating to Tours and Travelling and all out of Pocket Expenses.

8. **SECURITY DEPOSIT: /PERFORMANCE BANK GUARANTEE**

The contractor shall, within seven days from the date of issue of Letter of Intent (LOI) or

Work order whichever is earlier, deposit an amount equal to 10% of the work value(tendered & accepted value) as Performance Guarantee in the form of Demand draft/Banker's/ cheque or in cash. The sum already deposited by the contractor as Earnest Money shall be treated as part of the performance guarantee money. Upon successful completion of work, the performance guarantee money shall be released to the Advisor. The performance guarantee money may also be deposited in the form of an irrevocable bank guarantee bond of any scheduled bank. The bank guarantee shall be valid up to the stipulated date of completion of work. The validity of bank guarantee shall have to be extended further time to time depending upon extension of contract granted.

9. **REQUIREMENTS FOR E-TENDERING**

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// https://assamtenders.gov.in/nicgep/app](https://assamtenders.gov.in/nicgep/app) and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. <https://assamtenders.gov.in/nicgep/app>, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).
2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.

3. The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://assamtenders.gov.in/nicgep/app> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "**Bidders manual Kit**" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.

13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e- procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

10. INSTRUCTIONS FOR SUBMISSION OF BIDS

10.1 SALIENT FEATURES OF ONLINE SUBMISSION OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 10:00 Hrs on dt. 24.02.2023 up to 15:00 Hrs on dt. 16.03.2023
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 16.03.2023

d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	Dy.General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	15:00 Hrs on dt. 17.03.2023
f)	Pre-Bid Meeting	10.00 Hrs on 03.03.2023
g)	Contact Person with details for any clarifications	Mr. Nava Bikash Borah DGM(C&P) Mob. No. +91-9435139178 Email : borah.nb@assampetrochemicals.co.in And Mr. S.Das DGM (F&A) Mob. No. +91-8638348713 Email: s.das@assampetrochemicals.co.in
h)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE, if any.
i)	Tender Processing Fees	Rs. 6,40,000/-
j)	Earnest Money Deposit (EMD)	Rs 6,400/-
k)	Bid Submission	Online in e-tendering portal https://assamtenders.gov.in/nicgep/app
l)	Availability of Tender Documents	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

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

Cover No. 1	1. EMD + Integrity Pact	PDF File
	2. Un-priced Bid	PDF File
Cover No. 2	1. Price Bid	Microsoft Excel File

10.3 OFFLINE SUBMISSION: Hard copies of to be submitted are as under:

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



Envelope No. 3		
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Note: Price Bid or Price related information should not be submitted along with documents submitted in hard copy. If submitted, the Bid will be rejected.

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

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

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

11. BID REJECTION CRITERIA:

The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.

1. Non-Submission of EMD/MSME & Integrity Pact along with the Bid if applicable
2. Submission of Prices or rates in SOQ / SOR in un-priced bid.
3. Non-Submission of Important Bid Documents as mentioned.
4. Not Meeting the Qualification criteria

12. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

1. EMD of required amount./MSME certificate for EMD exemption
2. Order and completion in support of assignment.
3. Copy of PAN card , GST Registration No
4. Documents in support of Annual Turnover for last three financial year i.e. 2021-22, 2020-21, 2019-20.
5. Audited Financial Statements
6. Evidence of Assignment done in the form of mandate letter/work order.
7. Declaration on bidder letter head along with certificate of authorized signatory.

13. AMENDMENT OF BIDDING DOCUMENTS:

- a. At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.

- b. The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- c. Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required
- d. All Addendum / Corrigendum will be available in the website <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in

14. EXTENSION OF BID SUBMISSION / BID OPENING DATE

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

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

15. REBATE:

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

16. APL's RIGHT TO ACCEPT/REJECT BIDS:

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

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

17. ORDER OF PRECEDENCE:

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

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



ANNEXURE-I
**BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT
LIABILITY OF THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

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

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of

the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

7. Notwithstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs..... ii) This Bank Guarantee shall be valid upto and including; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

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

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

(by its constituted attorney)

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

ANNEXURE-II

Schedule of Quantities & Rates

Schedule of rates

Sl No .	Description	Unit	Quantity Amount	Rate	Amount Rs.
1	Financial appraisal including preparation of approach note.	Lumpsum	1	Quoted	Quoted
2	Debt Refinancing				
2.1	Restructuring of Existing Debt . Est Amount- 960.43 Crs	Lumpsum	1	Quoted	Quoted
2.2	Fresh debt / Facility syndication - Term Loan. Est Amount-289.57 Crs	Lumpsum	1	Quoted	Quoted
2.3	Takeover proposal of existing Term Debt . Est Amount-960.43 Crs	Lumpsum	1	Quoted	Quoted
2.4	Fresh debt / Facility syndication - Working Capital / CC . Est Amount-100.00 Crs	Lumpsum	1	Quoted	Quoted
3	Arrangement of Viability Gap funding including but not limited Natural Gas Subsidy from MoPNG, Govt. of India OR As proposed and Approved	Lumpsum	1	Quoted	Quoted
	TOTAL Fee			Quoted	Quoted

- Fee to be quoted exclusive of GST

NOTES :

1. Applicable rate of GST to be mentioned by the Bidders

- a. IGST _____ %
- b. CGST _____ %
- c. SGST _____ %



2. Bidder has to submit the above SOR along with Un-Priced Bid specifying in the Rate & Amount column as “QUOTED”. No Price related information is to be submitted in Un-Priced Bid.

Note : In case the bidder is covered under composition scheme under GST laws then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “cover under composition system” in above column for GST (CGST & SGST/UTGST or IGST) under such circumstances, bidder’s price will not be loaded with GST

- (ii) No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- (iii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- (iv) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.

ANNEXURE-III**INTEGRITY PACT****BETWEEN**

Assam Petro-chemicals Ltd., hereinafter referred to as "The Principal",

AND

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder / Bidder

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

- a) The Bidder / Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder / Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

- (3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.
- (4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

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

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

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can" be terminated for such reason.

(3) If the Bidder / Bidder can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

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

(1) The Bidder / Bidder undertake to demand from all sub bidders a commitment in conformity with this Integrity Pact. The Bidder / Bidder shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subbidders / Sub-vendors.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project

documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder / Sub-contractor with confidentiality.

(4) In case of tenders having an estimated value of Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

FOR THE PRINCIPAL



TENDER NO : APL/C&P/F&A/2022-23/116

DATE : 23.02.2023

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____



ANNEXURE-IV

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of value mentioned in the Tender document)

This AGREEMENT is made on the ____day of _____ Month of _____ Year

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

- (v) Work Order No: _____
- (vi) Terms & Conditions of enquiry document.
- (vii) Name of the work _____
- (viii) Work order amount _____
- (ix) Scope of work for BIDDER as per CONTRACT.

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



3) For the purpose of this CONTRACT address of Parties will be as follows and all correspondence and notices in relation to present agreement sent to PARTIES at the addresses below shall be deemed to be sufficient for serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

**Annexure - V****BIDDER'S GENERAL INFORMATION**

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB – APPOINTMENT OF FINANCIAL ADVISOR.

Tender No – APL/C&P/F&A/2023/116

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

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

Place:
of Bidder]Date:

[Signature of Authorized Signatory
Name:
Designation:
Seal:

**Annexure - VI****AGREED TERMS & CONDITIONS**

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB – APPOINTMENT OF FINANCIAL ADVISOR.

Tender No – APL/C&P/F&A/2023/116.

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	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	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST%age
c	IGST
d	Cess (if any)%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payments 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 Nationalised 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 Fax 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 of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder falls under MSE Act.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Annexure - VII

(DECLARATION SHEET IN LETTER HEAD)

To

M/s ASSAM PETROCHEMICALS LIMITED

SUB : APPOINTMENT OF FINANCIAL ADVISOR.

Tender No – APL/C&P/F&A/2023/116.

I, _____ hereby certify that all the information and data furnished by me with regard to this Tender Specification Noare true and complete to the best of my knowledge. I have gone through the specifications, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I certify that the quotes have been submitted strictly covering all the required perils / coverage and also the terms, conditions and limits as mentioned in the NIT/Annexure. In case of any discrepancy between the terms and conditions mentioned in the Tender documents and the Policy Document, the terms and conditions in the tender documents shall prevail and the decision of the Insured shall be binding on the Insurer.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Authorized representative's signature with name and address



TENDER NO : APL/C&P/F&A/2022-23/116

DATE : 23.02.2023

Annexure - VIII

“NO DEVIATION” CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB –APPOINTMENT OF FINANCIAL ADVISOR.
Tender No – APL/C&P/F&A/2023/116

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