



ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP

**NOTICE INVITING TENDER**

FOR

**Appointment of Insurance Broker for the financial year 2022-23**

**TENDER No : APL/C&P/F&A/2022-23/064**

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist.- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: [contract@assampetrochemicals.co.in](mailto:contract@assampetrochemicals.co.in)

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

REGD. OFFICE:

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

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/246

E-mail: [aplguw@assampetrochemicals.co.in](mailto:aplguw@assampetrochemicals.co.in)

**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	Tender Processing fee
Appointment of Insurance Broker for the financial year 2022-23	INR 100.00

BID DOCUMENT ISSUE PERIOD	From 15.00 Hrs on dt. 13.10.2022 up to 15.00 Hrs on dt. 03.11.2022
LAST DATE OF BID SUBMISSION	Up to 15.00 Hrs on dt. 03.11.2022
BID OPENING DATE	At 15.00 Hrs on dt. 04.11.2022
BID SUBMISSION	In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
AVAILABILITY OF TENDER DOCUMENTS	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

Sd/-  
Managing Director

## **SECTION-I**

### **PREFACE**

Assam Petrochemicals Limited (APL) was set up to utilize the huge reserve of Natural Gas in the Upper Assam oil fields and also to meet the requirement of increasing national demand for Methanol and Formalin. Incorporated in 1971, the company was a pioneer in the field as it was the first to manufacture petrochemicals in India using natural gas as feedstock. It's Petrochemical plant is set up in Namrup, Dibrugarh Dist. of Assam.

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

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

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

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

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

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

## **2) Claims Management**

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

## **3) Miscellaneous services**

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

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

## **B) Eligibility Criteria**

### **BEC – Technical:**

Sl.	Parameter	Documents/Other requirements
1	Must have a IRDAI accredited insurance broker with minimum experience of operating as direct licensed insurance broker for 3(three) consecutive years upto 31-03-2022	Self-certified copies of valid IRDAI License covering the 3 years period from 01-04-2019 to 31-03-2022.
2	Must have a minimum turnover of Rs. 10 crores (only from insurance brokering activities) for the last three consecutive financial year.	Copy of audited balance sheet(s) for last three consecutive financial year, supported by Income Tax Return and turnover certificate duly certified by a Chartered Accountant.
3	Have handled the insurance portfolio of Minimum 2(two) PSUs during the last 3(three) financial years i.e. 2019-20, 2020-21 & 2021-22	Engagement/Mandate letter issued by the PSU clients in their official letter heads.
4	Have handled at least a average of Rs. 10 crores of Premium in the last 3(three) financial years from General Insurance Business as broker.(except Group medi-claim policy, Group Term Life Insurance Policy & Group Personal Accident Policy)	Any of the following documents: Certification from client. Certification from Insurance company. Certification from CEO/Principal Officer and Statutory Auditor of the insurance Broker.
5	Bidder should have a positive net-worth for last three financial years as per Audited Balance	Same documents as required in Point

	Sheet.	No. 2 above
6	The bidder should not be blacklisted / in holiday list of any PSU in India. A declaration to this effect to be provided.	Self-declaration and attested by Notary public with legal stamp. .

**Note:**

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

**C) Assessment Criteria for Final Selection**

Sl		Parameter/Documents	Score
1.	The applicant must be a licensed Direct General Insurance Broker	(Attach all licenses issued by IRDA as proof) – Valid as on date	Above 10 years : 10 points Above 5 years to 10 years : 8 points 3 years to 5 years : 4 points
2	Office in Assam/ Namrup / Dibrugarh / Duliajan / Tinsukia/ Bongaigaon (Office duly approved by IRDA)	Self attested details of each branch office with the following information : 1. Address of the branch 2. Name of the head of Branch with delegation 3. Landline and cellular phone no. of the Branch Head and other contact personnel with official e-mail ID	3 Points for office in Assam  Additional 1 Point for office in Namrup / Dibrugarh / Duliajan / Tinsukia  Additional 1 Point for office in Bongaigaon
3.	Turnover (only from insurance brokering activities) consecutively for last 3 completed financial years  (Except Group Mediclaim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy)	Copies of audited balance sheet for the last 3 completed financial year supported by Income Tax Returns and certificate from Chartered Accountant.	Rs. 10 Cr. to 20 Cr. – 1 point Rs. 20 Cr. to 40 Cr. – 2 point Rs. 40 Cr. to 60 Cr. – 4 point Rs. 60 Cr. to 70 Cr. – 6 point Rs. 70 Cr. to 80 Cr. – 8 point Rs. 80 Cr. & above – 10 point

4.	Premium handled in the financial year 2021-22  (Except Group Mediciam Policy, Group Term Life Insurance Policy & Group Personal Accident Policy)	Any of the following documents: 1. Certification from client. 2. Certification from Insurance company. 3. Certification from CEO/Principal Officer and Statutory Auditor of the insurance Broker/ Notorised by .	Above Rs. 100 cr. : 5 points Rs. 50 Cr to 100 Cr : 2.5 points Rs. 30 Cr to below 50 Cr : 1.5 points Rs. 10 Cr to below 30 Cr : 1 points
5.	Total number of full-time employees as on the date of application in the North-East (attach proof).	Documentary evidence duly attested by CEO/authorised signatory/ principal officer of the insurance broker and attested by Notary public with legal stamp.	Above 25 employees : 5 points 15 to 25 employees : 2.5 points Below 15 employees : Nil
6.	Claims above Rs. 1 crore settled in financial year 2021-22.	Any of the following documents:  1. Documentary evidence from the client.  2. Copies of Discharge Voucher duly attested/ certified by CEO/ Principal Officer/ Authorised Signatory of the client and attested by Notary public with legal stamp.	More than 5 Nos. : 5 points 3-5 Nos. : 2.5 points Below 2 Nos : NIL
7.	Handled Erection Insurance Policy for any Oil/Gas/Power/Fertilizer/ Petrochemical Plant Preferably PSU.	Attach letter from client or policy copies	4 Points  Additional 1 Point for PSU
8.	Total no. of PSU Clients currently handled.	(Attach a self-attested list along with policy copies or appointment letters and attested by Notary public with legal stamp).	Above 10 nos : 5 Points 4 Nos to 10 Nos : 2.5 Points 1 Nos to 3 Nos : Nil
9.	Having insured at least one client with a turnover	Copies of audited balance sheet of the client	5 Nos and Above : 4 Points 2 Nos to 4 Nos : 2 Points 1 client: 1 Point

	of Rs 500 Crores.  Preferably Company having Head office / Registered office in North Eastern Region.		Additional 1 Point for NER
10.	No Penalties levied by IRDA during last three consecutive Financials Year up to March 31, 2022	Attach an undertaking duly signed by directors / authorised signatory / principal officer.	Yes: 05 Points  No : 00 Points
<b>Total (Maximum)</b>			<b>60 points</b>

**Additional Information:**

Further, details to be furnished for evaluation:

1. Name of the organization/ firm, constitution, details of Key management personnel and his/her credentials, contact details such as address, telephone no., Mobile no., Email ID, Fax etc.
2. Details of the person who will be appointed to handle the assignment.
3. Board Resolution, specific mandate in name of the person entitled to sign the Tender document and participate / represent the broking firm / company in the bidding process.

**Important Note:**

1. APL shall not pay any fee to the broker for any activity carried out by them in connection with insurance work before or during the period of engagement.

**D) Remuneration of the broker**

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

**E) Duration of consultancy**

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



**SECTION-II****GENERAL INSTRUCTION TO BIDDERS****Other Terms & Conditions:**

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.

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

The bidder may at its own discretion can examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

For Clarification Relating to Bid / Site visit the bidder may contact following:

Name	Sukanta Das		Name	Nava Bikash Borah
Designation	DGM (F&A)		Designation	DGM(C&P)
Address	Assam Petrochemicals Limited		Address	Assam Petrochemicals Limited
	P.o Parbatpur, Namrup			P.o Parbatpur, Namrup
	Dist: Dibrugarh			Dist: Dibrugarh
	Pin 786623			Pin 786623
Ph	0374 2500246/331/518		Ph	0374 2500246/331/518
e-mail	<a href="mailto:s.das@assampetrochemicals.co.in">s.das@assampetrochemicals.co.in</a>		e-mail	<a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a>

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.

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

All questions and clarifications shall be submitted to APL, 7(seven) working days prior to the Bid submission date. Post that, such requests will not be considered.

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

APL reserves its right to postpone the date for presentation and opening of tenders.

APL reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.

The application for tender does not entitle any tenderer for automatic grant of award.

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.

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.

## **1. Methodology for Evaluation of Bids and Award:**

### **1.1 The evaluation of bids will be made on following basis:**

- i. APL will evaluate and compare the bids of the techno-commercially qualified bidders.
- ii. Techno-commercial evaluation of the bids will be done **first against the BEC** of the tender document to qualify the bidder(s).
- iii. The Bids of the qualified bidder(s) shall be further assessed as per the **Bid Assessment Criteria/Bid Evaluation Methodology** of tender document. The overall techno-commercially accepted **bidder(s)** as per **Bid Assessment Criteria/Bid Evaluation Methodology** will be selected on the basis of **highest points** obtained for award.

### **1.2 SELECTION OF BROKERS:**

APL intends to appoint two (02) numbers of IRDAI approved brokers for the insurance jobs as mentioned at 1.3 below based on the ranking as per the bid assessment criteria, i.e., **H1** (with highest marking as per bid assessment criteria), **H2** (with second highest marking as per bid assessment criteria).

#### **NOTE:**

1. In case of a tie between two or more bidders **at any position**, then preference / higher position will be assigned to the bidder having higher turnover in the last audited financial year. If also tie, preference/higher position will be assigned to the bidder having higher premium handled in the Financial Year 2021-22.

**1.3 DISTRIBUTION OF WORKS FOR AWARD:**

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

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

**1.4 CPBG: Not applicable**

**1.5 PPP Policy 2012: Not applicable**

**1.6 Start-up : Start-up bidders can submit their bid subject to meeting / qualifying the BEC criteria.**

NOTE TO “BID EVALUATION CRITERIA [BEC]”

**[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE “ELIGIBILITY CRITERIA” ALONGWITH THE ‘OFFER’, FAILING WHICH THE ‘OFFER’ MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

### ON THE LETTER HEAD OF BIDDER

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

S l	Particulars	Name of the document attached as proof	Score	Self Assessment Score
1	The applicant must be a licensed Direct General Insurance Broker		10 years and above : 10 points 5 years and 10 years : 8 points 3 years and 5 years : 4 points	
2	Office in Namrup / Dibrugarh / Duliajan / Tinsukia (Office duly approved by IRDA)		5 Points	
3	Turnover (only from insurance brokering activities) consecutively for last 3 completed financial years  (Except Group Mediclaim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy)		Rs. 10 Cr. to 20 Cr. – 1 point Rs. 20 Cr. to 40 Cr. – 2 point Rs. 40 Cr. to 60 Cr. – 4 point Rs. 60 Cr. to 70 Cr. – 6 point Rs. 70 Cr. to 80 Cr. – 8 point Rs. 80 Cr. & above – 10 point	
4	Premium handled in the financial year 2021-22  (Except Group Mediclaim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy)		Above Rs. 100 cr. : 5 points Rs. 50 Cr to 100 Cr : 2.5 points Rs. 30 Cr to below 50 Cr : 1.5 points Rs. 10 Cr to below 30 Cr : 1 points	
5	Total number of full-time employees as on the date of application in the East (attach proof).		Above 25 employees : 5 points 15 to 25 employees : 2.5 points Below 15 employees : Nil	
6	Claims above Rs. 1 crore settled in financial year 2021-22		5 Nos. or more: 5 points 3-5 Nos. : 2.5 points Below 2 Nos : NIL	

7	Handled Erection Insurance Policy for any Petrochemical Plant Preferably PSU		4 Points Additional 1 Point for PSU	
8	Total no. of PSU Clients currently handled.		10 and Above : 5 Points 4-10 : 2.5 Points 1-3: Nil	
9	Having insured at least one client with a turnover of Rs 500 Crores.  Preferably North Eastern Region headquartered  Registered company		5 and Above : 4 Points 2-4 : 2 Points 1 client: 1 Point  Additional 1 Point for NER	
10	No Penalties levied by IRDA during last three consecutive Financials Year up to March 31, 2022		5 Points	
<b>Total (Maximum)</b>			<b>60 points</b>	

**Note:**

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

### SECTION-III

#### I. REQUIREMENTS FOR E-TENDERING

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

8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process, kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/Annexure.
11. If the space in any 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.

## **II. 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****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

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



WITNESS 1

WITNESS 2

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

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

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

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

This AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ Year

**BETWEEN**

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

**AND**

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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

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



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

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

Signed for and on behalf of

**Assam Petrochemicals Ltd.**

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

**Bidder**

SIGNATURE

NAME

PLACE:

DATE:

WITNESS: