



**ASSAM PETRO-CHEMICALS LIMITED**

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



**ASSAM PETRO-CHEMICALS LIMITED**

**(A Government of Assam Undertaking)**

**BIDDING DOCUMENT NO. : APL/C&P/MKTG/2023-24/223**

**EXPRESSION OF INTEREST (EOI)**

**FOR**

**“APPOINTING DEALERS FOR SELLING FORMALIN IN BULK  
QUANTITY FROM APL, NAMRUP & BOITAMARI PLANT TO  
BIHAR (EAST) & WEST BENGAL AND BIHAR (WEST) ZONE FOR  
AN INITIAL PERIOD OF 02 YEARS”**

**FOR**

***200 TPD NEW FORMALIN PLANT & EXISTING CAPACITY OF 125 TPD  
FORMALIN PLANT OF ASSAM PETRO-CHEMICALS LIMITED AT  
NAMRUP, ASSAM***

**Prepared & Issued by:**

***Contract and Purchase Department***

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

Assam Petro-Chemicals Ltd., Namrup, P.O. Parbatpur,  
District: Dibrugarh, Assam-786623

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

**Fax: (0374) 2500231**

Email: [borah.nb@assampetrochemicals.co.in](mailto:borah.nb@assampetrochemicals.co.in)

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

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

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**1) INTRODUCTION:**

Assam Petro-Chemicals Limited, [herein after referred to as (APL)] a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of Methanol plant of capacity 100 TPD based on I.C.I. Technology in the year 1986 and a new Formalin plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formalin Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major PETRO-CHEMICALS Complex in the region. Assam Petro-Chemicals Limited is located about 67 KM from Dibrugarh, Assam.

**2) SCOPE OF WORK:**

1. The scope involves appointing reputed and financially sound dealers for order booking & selling of Formalin to the direct customers/end users. The dealers should arrange the orders of Formalin for APL from reputed end user companies and ensure that APL's interest is protected. The dealers shall undertake to lift a minimum of 300 MT of Formalin per month.
2. Dealers will have to make all efforts to promote sales of APL's owned & traded products in the assigned territory of operation. Any practice which damages APL's image and reputation will result in termination of dealership.
3. Dealers will abide the agreed targeted sales as mentioned in Dealership Agreement.

**3) GENERAL TERMS AND CONDITIONS FOR APL DEALERSHIP:**

1. Dealers will be required to sign a Dealership Agreement / MOU with APL which will form the basis of dealing with APL. The cost of stamp papers 02 nos. each of Rs. 100/- shall have to be borne by the dealers.
2. Dealers should immediately obtain Chemical Dealership Registration Certificate and in case already having one, after execution of MOU they have to arrange to get our products included in the Chemical Dealership Registration.
3. The bidder has to deposit non refundable tender processing fee of **Rs. 12,700/- (Rupees Twelve Thousand Seven Hundred) only** in online mode only by Net banking / RTGS / NEFT through e-tendering portal <https://assamtenders.gov.in/nicgep/app>.
4. The bidder has to deposit EMD of **Rs. 12,70,000/- (Rupees twelve lacs seventy thousand) only** in online mode only by Net banking / RTGS / NEFT through e-tendering portal <https://assamtenders.gov.in/nicgep/app> or Bank guarantee in favour of ASSAM PETRO-CHEMICALS LTD. payable at NAMRUP as earnest money along with their offer. The format of Bank Guarantee for EMD is provided in Annexure-I. Earnest money of unsuccessful bidder(s) will be refunded / returned within a reasonable period of time on issue of agreement / agreement signed by dealers, whichever is earlier. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT. The EMD of the


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successful bidders will be refunded after deposit of SECURITY DEPOSIT. The Earnest money will not bear any interest.

5. The selected bidders will have to deposit an interest free Security Deposit (CPBG) of **Rs. 34,00,000/- (Rupees thirty four lacs) only** in the form of Bank Guarantee within 30 days from the date of issue of LOI in favour of "ASSAM PETRO-CHEMICALS LIMITED", payable at Namrup. The Security Deposit will NOT carry any interest and will be refunded within 03 months of termination / resignation of the dealership and after APL's property being with the dealer is returned. APL reserves its right to adjust any due(s) to it from this amount at the time of resignation / termination. However, if the termination of the Dealership is on account of proven adulteration / malpractice, the said security deposit will be forfeited. The format of Bank Guarantee for Security Deposit is provided in Annexure-II. If the CPBG is exhausted, it must be replenished within a period of 30 days. In case the dealer opts for credit, an addition Security Deposit shall be required to be submitted over & above the CPBG amount which will be 110% of credit limit sought.

6. Dealers will be strictly governed by the all statutory Rules & Regulations as well as price fixed by the Government / APL from time to time.

7. The selected dealers shall not engage in activities that are in conflict with the interest of the company (APL) under the assignment & they shall not engage in any contract that could be in conflict of interest with their current obligations.

8. Payment shall be made through RTGS/NEFT/Bank Guarantee from any Nationalized Bank. No interest is payable by APL for any advance payment received against sale order etc.

9. This arrangement is on outright purchase of APL products and the relationship should not be construed to be of Principal & Agent.

10. The dealer must not disclose, divulge or make public or shall personally use for his gain any of the material, processes, accounts, transactions, dealings & information including price & sensitive information etc. without prior consent of the company (APL).

11. APL will make all possible efforts to supply company's products to the dealers from time to time. However, no claim can be made in case of failure to supply APL's products due to unforeseen circumstances beyond the control of APL.

12. APL reserves the right to review the dealership afresh or terminate the dealership in case of change in constitution (change in ownership) at its sole discretion.

13. APL reserves the right to make changes in the 'Scope of Work' during each renewal of the contract.

14. Arrangement & placement of tankers shall be at dealers' scope, however in case dealer fails to arrange tankers then APL will arrange tankers at its approved freight rates & the dealer will have to bear the cost of transportation.

15. A monthly sales target will be set for the dealers which they need to achieve at the end of month.

16. Quarterly performance incentive will be offered to the dealers as per APL's performance policy issued from time to time.


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17. In case a dealer fails to lift the minimum allotted quantity of 300 MT per month, then a penalty will be charged on the difference in quantity of Formalin not lifted during the calendar month.
18. APL reserves the right to reject any application for reasons like incomplete/unverifiable details, lack of potential or non compliance with any of norms mentioned above. No complaint/dispute in this regard against APL shall be entertained
19. Any dispute arising out of this dealership appointment from legal angle will be adjudicated by the Civil Court at Dibrugarh and no other court.
20. This appointment will be based on the constitution of firm as given in the application form. The bidder will be responsible to intimate any change in the constitution by Registered post/mail/e-mail with Acknowledgement to Marketing Office, Namrup.
21. The above terms are non exhaustive. They are only illustrative in nature and the selected dealers are required to execute an agreement with APL containing other terms also.
22. The bidder should agree to abide by all the terms & conditions of the company.
23. Dealers must share details of the customers like name, address, phone no., email address, monthly consumption, product usage etc.
24. Product (Formalin) will be sold both at Ex-works & FOR basis. Transit insurance & freight shall be at dealer's scope in case of Ex-works sale.
25. APL will bill the material in the name of End Customers. If any dealer bills material in his name as a trader, then no commission shall be offered on that quantity.
26. A dealer must sell the product of the Company only in his assigned zone for which the dealer has been appointed. He should not infiltrate into competitor dealer's market or other dealers appointed by APL or into any market/customer with whom APL deals directly.
27. If any dealer is found selling Formalin in other dealer's territory, it will be considered as an infiltration and gross violation of terms & conditions and accordingly APL will levy penalty to the dealer @ 2% on the consignment value and no QD and commission will be paid for the consignment of infiltration. Dealers must provide video evidence of unloading of product (Formalin) upon receipt by the customer.
28. All instructions in the agreement should be adhered to in letter and spirit.

#### **4) CONTRACT PERIOD:**

Dealership shall be awarded to the selected dealers through a Letter of Award (LOA). The tenure of Dealership shall be for an initial period of two (02) years and may be renewed / extended to another one (01) year based on the satisfactory performance of the Dealer and on the existing terms and conditions with mutual consent. Newly appointed dealers will be on probation for a period of 6 months during which their performance would be assessed and only those who are adhering to the terms and conditions of the dealership shall be confirmed.

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**5) IDENTIFICATION OF LOCATIONS/NO. OF DEALERS:**

Locations for setting up Dealers are as mentioned below:

FORMALIN		
Location	Max no. of Dealers	Minimum Quantity per Dealer
Bihar (East) & West Bengal	1	300 MT
Bihar (West)	1	300 MT

**Districts covered under Bihar (East) & West Bengal:-** Raiganj/Kaliaganj, Malda, Purnea, Araria, Kishanganj, Katihar, Bhagalpur, Banka, Supaul, Madhepura, Munger, Saharsa, Darbhanga, Supaul, Begusarai, Jamui, Khagaria, Lakhisarai, Madhubani, Samastipur & Shiekhupura.

**Districts covered under Bihar (West):-** Patna, Nalanda, Vaishali, Muzzafarpur, East Champaran, Chhapra, Gaya, Jehanabad, Nawada, Sheoghar, Sitamarhi, West Champaran, Siwan, Bhojpur, Buxar, Gopalganj, Aurangabad, Rohtas, Arah & Kaimur.

APL, at the sole discretion of the management, reserves the right to increase the minimum assured quantity as per business need at the time of offering work order. The EMD & Security Deposit (CPBG) amount will also get changed accordingly.

**6) MODE OF SELECTION OF DEALERS:**

1. Bidders meeting the eligibility criteria can apply for Dealership and selection will be made from amongst the eligible bidders after due evaluation process.
2. The bidder(s) may be called for personal interview through VC for assessment & evaluation of their suitability. However, decision on assessment of suitability of bidder(s) for Dealership shall be at the sole discretion of APL. Bidder(s) found suitable for Dealership (selected dealers) shall be issued a Letter of Intent (LOI) for award of dealership of Formalin.

**7) ELIGIBILITY CRITERIA:****(a) Eligibility criteria for Sole Proprietor/Individuals:**

(i) Nationality: Should be Indian national.

**(b)** Bidders who are in similar line of business (chemicals, petro-chemicals, hydrocarbon, fertilizers & plywood) must furnish details regarding knowledge of product they are dealing in, no. of years of experience, their market size, customer base, annual turnover, no. of products dealing with & their financial capacity with relevant supporting documents.


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**(c)** Bidders who are already in business shall furnish copies of hazardous chemical dealing certificate, trade license of places of business and attested copies of PAN Card & GST Registration Certificate issued by the concerned Authorities.

**(d)** Average annual turnover of the Bidder from similar line of business (chemicals, petro-chemicals, hydrocarbon, fertilizers & plywood) for the last three (03) preceding years should be minimum **Rs. 6,79,68,000/- (Rupees six crores seventy nine lacs sixty eight thousand) only.**

**(e)** The minimum working capital of the Bidder as per the last audited financial statement, i.e., FY: 2022-2023 should be **Rs. 28, 32,000/- (Rupees twenty eight lacs thirty two thousand) only.**

**(f)** Net worth of the bidder(s) shall be **positive** for the last 3 preceding years, **i.e., FY: 2020-21, 2021-22 and 2022-23.**

**(g) The following bidders are not eligible:**

(i) Sole Proprietor/ Partnership Firms/ Body Corporate/Co-operative Institutions convicted or against whom charges have been framed by a Court of law for any criminal offence involving moral turpitude/economic offence (other than freedom struggle).

(ii) The firm or individual who are the end consumers of Formalin.

### **8) BID REJECTION CRITERIA:**

The application/Bid is most likely to get rejected if the following conditions are not met.

- If any statement made in the application or in the documents enclosed therewith by the bidder at any stage is found to be incorrect or false and/or the bidder conceals any information which if declared would have made him/her ineligible for Dealership, the application is liable to be rejected and in case the bidder has been appointed as a Dealer, the Dealership is liable to be terminated. In such cases the Bidder / Dealer shall have no claim whatsoever against APL.
- If case(s) have been registered against the bidder for proven malpractice or gross misconduct / coercive practices at work.
- If the Bidder is put on 'Holiday' by APL or Public/Private Sector Organizations only due to "poor performance" or "corrupt and fraudulent practices" or banned/blacklisted by State or Central Government department/Public Sector/Private Sector. Further, neither bidder nor their allied agency/(ies) are on banned list of APL or the Ministry of Petroleum and Natural Gas to the GOI.
- EMD of **Rs. 12,70,000/- (Rupees twelve lacs seventy thousand)** only is not deposited.
- All the Appendixes (attached along with the Bid document) are not properly or completely filled & furnished.
- All the Annexures (attached along with the Bid document) are not properly or completely filled & furnished.
- Last three years (2020-21, 2021-22 and 2022-23) acknowledged IT Returns, audited balance sheet for firms/companies, audited annual reports/profit and loss statement for firms/companies are not furnished.


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- Self-Attested Copies in support of Nationality, Proof of Age/Date of Birth, Proof of Address for individual and firm as asked for in **"CHECKLIST OF DOCUMENTS/LIST OF ENCLOSURES"** are not furnished.
- Certified Documents in support of Certificate of Incorporation of Company/Registration of Firm/Body Corporate/Co-operative Institutions; Articles of Association & Memorandum of Association along with the certificate of incorporation; Registered Partnership Deed document in case of partnership firms, GST Registration Certificate; in case of Proprietorship, a Registration certificate of firm from Govt. authority showing the Proprietor Name and Firm Name & Evidence of the authority of person signing this proposal and to a Contract resulting there from and the requisite Powers of Attorney are not furnished.
- Certified Documents in support of Chemical Dealership Registration Certificate; Trade License; BIS License & Hazardous chemical dealing certificate issued by Govt. Authorities to carry out the tankers of hazardous chemicals are not furnished.
- All other documents as asked for in **Clause 11 of this Bid document** are not furnished.

**9) SUBMISSION OF APPLICATION FORM/EOI:**
**9.1. SALIENT FEATURES FOR SUBMISSIONS OF BID**

Sl. No.	Description	Remarks
a)	Bid type	Single stage Single bid (EOI)
b)	Bid Documents Issue Period	<b>From 10:00 Hrs on dt. 18/01/2024 up to 15:00 Hrs on dt. 07/02/2024</b>
c)	Last Date and time for submission of Bids (DUE DATE)	<b>Up to 15:00 Hrs on dt. 07/02/2024</b>
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	<b>Dy.General Manager (C&amp;P),</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	<b>At 15:00 Hrs on dt. 08/02/2024</b>
f)	Contact Person with details for any clarifications	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a> And <b>S.B. Paw</b> <b>Manager (Marketing)</b> Mob. No. +91-9864364108 Email- <a href="mailto:paw.s@assampetrochemicals.co.in">paw.s@assampetrochemicals.co.in</a>
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE



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h)	Earnest Money Deposit (EMD)	<b>Rs. 12,70,000.00</b> (Rupees Twelve lakh seventy thousand) only
i)	<b>Pre-Bid Meeting</b>	<b>24.01.2024 at 10.00 am</b> <b>Address-Conference Hall</b> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)  Note-Bidders can attend the pre-bid meeting through VC mode also. Send mail to <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a> to get VC link.
j)	Tender Processing Fees	<b>Rs 12,700/- (Rupees Twelve Thousand Seven Hundred) only</b>
k)	Bid Submission	<b>Online in e-tendering portal</b> <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
l)	Availability of Bid 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>

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

Cover No. 1	File1 : EMD + Integrity Pact	PDF File
	File2 : Bid (Application for Formalin Dealer)	PDF File

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

**9.4. OFFLINE SUBMISSION :** The duly filled up Agency Application along with requisite documents(original copies), complete in all respects (as mentioned in the application form) should super scribe clearly the location for which he/she has applied for and should be submitted so as to reach the address mentioned below within 7 (seven) days of Bid Due date.

**The**  
**Deputy General Manager (C&P)**  
**Assam Petro-Chemicals Limited**  
**P.O. Parbatpur, Namrup – 786623**  
**Dist. Dibrugarh, Assam**

**9.5.** Filled application form along with all relevant enclosures, complete in all respects, should be submitted so as to reach the office address mentioned in the advertisement, before the due date and time.



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- 9.6. Original** of the Affidavits and self certified **copies** of the other supporting documents, duly signed should be submitted along with the completed application form. **ORIGINALS** of all such documents / certificates are to be produced before issuance of LOI. Non-production of originals will render the bidder ineligible.
- 9.7.** The bidder should submit the following documents along with the application form.
- I. GST Number
  - II. Trade License
  - III. PAN Card copy
  - IV. Partnership Deed/Power of Attorney if any
  - V. Copy of certificate of registration issued by the Registrar of Firms (if the Firm is registered).
  - VI. Copies of Articles of Association & Memorandum of Association along with the certificate of incorporation issued by the Registrar of Companies if any
  - VII. Hazardous chemical dealing certificate issued by Govt. Authorities to carry out the tankers of hazardous chemicals.
- 9.8.** Bidders should submit the following in **ORIGINAL** along with the application:
- An affidavit by individual bidders/each partners of partnership firm (individually) : **Appendix – A**
  - An affidavit by body corporate/co-operative institution (s): **Appendix – B**
  - Bankers Certificate: **Appendix – C**
  - Residence Certificate: **Appendix – D**
- 9.9.** APL reserves the right to cancel/withdraw/amend this advertisement or extend the due date at its sole discretion without assigning any reasons.
- 9.10.** The bidder should affix his / her latest photograph in the space provided for in the application form.
- 9.11. Individual / Partnership Firm / Body Corporate & Co-operative Institution (s) selected for Dealership for Formalin must submit Hazardous Chemical Dealing Certificate (if applicable) respectively before allotment of Dealership.**
- 9.12.** No addition / deletion / alteration will be permitted in the application form after cut-off date for submission of applications.
- 9.13.** No additional documents whatsoever will be accepted or considered after the cutoff date for submission of applications.
- 9.14.** Applications received after the cut-off date and time for any reason, including postal delay, and those without accompanying valid documents, Affidavits, Self declarations, Annexures, Certificates etc., application fee or incomplete in any respect will not be considered and no correspondence will be entertained by Assam Petro-Chemicals Ltd. in such cases, whatsoever.

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- 9.15.** Bidders applying for more than one location have to submit separate application form for each location with separate application fee. Each application should be complete in all respect along with all necessary documents.
- 9.16.** If any statement made in the application or in the document attached or subsequently submitted by the bidder at any stage is found to be incorrect or false or concealed any information which if declared would have made him/her ineligible for Dealership, the application is liable to be rejected without assigning any reason and in case the bidder has been appointed as a Dealer, the Dealership is liable to be terminated. In such cases the Bidder / Dealer shall have no claim whatsoever against APL.
- 9.17.** The envelope containing the application duly filled in and complete in all respect should be super scribed as: **"This application is for a Dealership for the location \_\_\_\_\_"**.
- 9.18.** No complaints in respect of Dealer selection will be entertained if received after 30 days from the date of publication of the merit panel after the interview.
- 9.19.** After issuance of letter of appointment (LOA), the selected person will have to execute a standard Dealership agreement with APL within 30 days from the date of issue of LOA / Award.
- 9.20.** This is purely a business proposition and not an application for job in APL and has normal business risks and also do not guarantee any assured returns or profits.
- 9.21.** This is only an application and not an offer of Dealership.
- 9.22.** Applications not submitted strictly in accordance with the terms and conditions of this advertisement will be liable to be rejected without assigning any reasons.
- 9.23.** Bidder (s) selected for Dealership after issuance of letter of appointment (LOA) will have to execute a Dealership agreement with APL as per its terms.
- 9.24.** Please note that by merely inviting the bidders to submit the application, there is absolutely no commitment, implied or otherwise, at this stage as to the award of actual Contract and no correspondence in this regard will be entertained by APL, nor APL shall be liable in any manner whatsoever, for costs and expenses etc. incurred in responding to this Invitation.
- 9.25.** APL reserves the right to accept or reject any or all applications without assigning any reason whatsoever. The EOI documents are being issued subject to the APL Board approval.

**10) BIDDER APPLYING FOR DIFFERENT LOCATIONS:**

Bidder (s) can apply for different locations; but the same should be done in separate application forms in respect of each location along with applicable application fee in each case. Each application should be complete in all respects and documents attached with one application cannot be considered for other application(s). APL reserves the right to appoint one party for one location and one product.



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**11) EVALUATION OF BIDDERS:**

The eligible bidders will be evaluated out of a total of 100 marks based on the following broad parameters:-

Sl. No.	Parameters	Sub – Heads	Description	Marks	Documents to be submitted
A	Infrastructure Max Marks: 45	1. Land (In applied zone)	(a) Having own land or land on long term lease for a minimum period of fifteen years of:		Jamabandi/Chitha Copy/upto date Revenue Receipts/Municipal Tax Receipts/Certified copy of Regd. Sale Deed of Land/Trace Map issued by Govt. Authority/ Land Holding Certificate duly Certified/attested by Notary public with legal stamp/Land Registered Lease Deed duly Certified/attested by Notary public with legal stamp
			i) 1-10,000 sq. ft.	2	
			ii) 10,001-20,000 sq. ft.	4	
			iii) 20,001 & above	6	
			iv) No own land/ No land on lease	0	
			<b>OR</b>		
			(b) Combination of own land & land on long term lease for a minimum period of fifteen years of:		
			i) 1-10,000 sq. ft.	2	
			ii) 10,001-20,000 sq. ft.	4	
			iii) 20,001 & above	6	
			iv) No own land/ No land on lease	0	
		2. Office (In applied zone)	Office space of:		Land Registration Certificate/Rent Agreement duly Certified/attested by Notary public with legal stamp
			i) 1-100 sq. feet	2	
			ii) Above 100-500 sq. feet	3	
		3. Manpower	Working Staff		Self declaration by the bidder(s) duly Certified/attested by Notary public with legal stamp
			i) Min. 5 employees	4	
			ii) Above 5 employees	6	



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		4. Storage Terminal-Formalin (In applied zone)	Existence of storage terminal with minimum capacity of i) 1-50 MT ii) Above 50-120 MT iii) 120 MT & above	5 8 10	Updated Calibration Certificate of the storage tanks issued by Legal Metrology
		5. Location of Storage facility	(a) Nearness to the National Highway with appropriate approach road: i) 1-500 meters ii) Above 500 meters  (b) Nearness to the State Highway with appropriate approach road (i) 1-500 meters (ii) Above 500 meters	6 4  6 4	Land Registration Certificate/Site Map duly Certified/attested by Notary public with legal stamp   -do-
		6. Own Tankers	(i) Min. 5 tankers (ii) Above 5 tankers	3 6	Registration Certificate of the tankers owned by directors/partners duly Certified/attested by Notary public
B	Prior work experience in similar line of business  Max Marks: 5		(i) Work Experience with reputed Chemical, Petro-chemical, Hydrocarbon Companies  (ii) No work experience with reputed Chemical, Petro-chemical, Hydrocarbon Companies	5  0	Copy of Order/LOA/Contract/Agreement/Completion Certificate along with its detail SOR items & scope of work duly Certified/attested by Notary public.



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C	Financial Capability  Max Marks: 20	1. Solvency	Letter ensuring credit: Bank/Recognized Financial institution / Individuals/ Party's letter ensuring credit/ Credit worthiness certificate from scheduled bank/ Financial Institution.	10	Credit Worthiness certificate from Schedule Bank / Financial Institutions and / or expressing willingness to extend loan if required
		2. Profit	Bidders having maximum average profit of previous three years would be allotted with 10 marks, other bidders marks will be calculated as under:  =10 * (average profit of concern bidder of previous three years) / (highest bidder average profit of previous three years)	10	Audited Financial statements /documents / P&L statements/ITR of the last 03 preceding years duly Certified by Chartered Accountant or attested by Notary public with legal stamp
D	Succession Plan  Max Marks: 5		1. Yes  2. No	5  0	Self declaration by Sole Proprietor, Partnership Firms & Body Corporate/Co-operative Institution duly Certified/attested by Notary public with legal stamp
E	Business Experience (Minimum two years)  Max Marks :15		1. Experience in dealing with only hazardous chemicals  2. Experience in dealing with Formalin  3. Experience in dealing with hazardous chemicals and Formalin	5  10  15	Self declaration/Purchase Orders/Agreement copies duly Certified/attested by Notary public with legal stamp

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F	Net Worth of the Business  Max Marks :10		<p>Bidders having maximum average net worth of previous three years would be allotted with 10 marks, other bidders marks will be calculated as:</p> <p><math>=10 * (\text{average net worth of concern bidder of previous three years}) / (\text{highest bidder average net worth of previous three years})</math></p>	10	Audited Financial statements/documents/ ITR of the last 03 preceding years duly Certified by Chartered Accountant or attested by Notary public with legal stamp
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\*In Sl. No. (A) – Parameter (Infrastructure) - Sub-head (1. Land) either (a) or (b) will be considered.

In case of a **tie** between two or more bidders, the bidder securing highest marks in infrastructure will be given preference followed by financial capability, succession plan, business experience & net worth. If two or more bidders secure equal marks, then the selection of the bidders will be done at the sole discretion of the management.

**12) RESULTS OF THE INTERVIEW:**

**(a)** Only selected bidders will be intimated of the offer of Dealership for the product and the zone.

**(b) Selection of Dealers and offer of Dealership:**

- I. The Dealership will be offered to the 1<sup>st</sup> bidder in the merit panel on the basis of assessment & evaluation of their suitability.
- II. If the no.1 bidder fails to fulfill the terms and conditions of the award of Dealership or the award is to be cancelled for any reason whatsoever, the Dealership will be offered to the 2nd bidder in the merit panel on the basis of assessment & evaluation of their suitability.
- III. If the 2<sup>nd</sup> bidder also fails to fulfill the terms and conditions of offer or found unsuitable for any reason whatsoever, then the Dealership will be offered to the 3<sup>rd</sup> bidder in the merit panel on the basis of assessment & evaluation of their suitability.
- IV. If the 3<sup>rd</sup> bidder also fails to fulfill the terms and conditions of offer or found unsuitable for any reason whatsoever, then the Dealership will be offered to the 4<sup>th</sup> bidder in the merit panel on the basis of assessment & evaluation of their suitability.
- V. If the 4<sup>th</sup> bidder also fails to fulfill the terms and conditions of offer or found unsuitable for any reason then possibilities may be explored with 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> bidders & so on.
- VI. The bidder who has been issued the LOI would be required to fulfill the terms and conditions of the same within the specified time period.


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- VII. If a bidder backs out after issue of LOI, the bidder shall be debarred from participating in future EOIs/Tenders and the EMD of the said bidder shall be forfeited. In that event a fresh EOI may be advertised again for that particular location at the sole discretion of APL.
- VIII. If only 01 (one) bidder is obtained for a particular zone / location, then the selection of the bidder lies on the sole discretion of the management.
- IX. If a bidder emerges as L1 in two zones then his bid for only one zone shall be considered. For ex. if a bidder emerges as L1 in Bihar (East) & West Bengal and also as L1 in Bihar (West) then his bid for only Bihar (East) & West Bengal shall be considered & the L2 bidder in Bihar (West) shall be considered as L1 bidder for that particular zone. In case the L2 bidder in Bihar (West) fails to fulfill the terms and conditions of offer or found unsuitable then the L3 bidder in Bihar (West) shall be considered as L1 bidder & so on.

**13) SECURITY DEPOSIT:**

The selected bidders will have to deposit an interest free Security Deposit (CPBG) of **Rs. 34,00,000/- (Rupees thirty four lacs)** only in the form of Bank Guarantee within 30 days from the date of issue of LOI. The Security Deposit will NOT carry any interest and will be refunded within 03 months of termination / resignation of the dealership and after APL's property being with the dealers is returned. APL reserves its right to adjust any dues to it from this amount at the time of resignation / termination. However, if the termination of the Dealership is on account of proven adulteration / malpractice, the said security deposit will be forfeited. If the CPBG is exhausted, it must be replenished within a period of 30 days. In case the dealer opts for credit, an addition Security Deposit shall be required to be submitted over & above the CPBG amount which will be 110% of credit limit sought.

**14) EARNEST MONEY DEPOSIT: - Rs. 12,70,000/- (Rupees twelve lacs seventy thousand) only** in online mode only by Net banking/ RTGS/ NEFT through e-tendering portal <https://assamtenders.gov.in/nicgep/app> or Bank guarantee in favour of ASSAM PETRO-CHEMICALS LTD. payable at NAMRUP as earnest money along with their offer. The format of Bank Guarantee for EMD is provided in Annexure-I. Earnest money of unsuccessful bidder(s) will be refunded / returned within a reasonable period of time on issue of agreement / agreement signed by export agent, whichever is earlier. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT. The EMD of the successful bidders will be refunded after deposit of SECURITY DEPOSIT. The Earnest money will not bear any interest.

**15) CONTRACT AGREEMENT:**

The LOA holder(s) will have to execute a dealership agreement with APL as per its terms and conditions before awarding of dealership. The agreement shall be effective from date of awarding of dealership and will contain the details of the commission, period, responsibilities, obligations, payment security and other terms & conditions.

**16) FURNISHING OF FALSE INFORMATION / CONCEALING INFORMATION:**

If any information furnished by the bidder, including self declaration is found to be false at any point of time before or after appointment as a Dealer or conceals any information which if declared would have




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made him/her ineligible for Dealership, the allotment will be cancelled forthwith and Dealership terminated, in case commissioned.

**17) STATUTORY REQUIREMENTS AND OBLIGATIONS:**

Statutory requirements and obligations with regard to selling of Formalin will be the sole responsibility of the dealer. He/she shall arrange the tanks for storing Formalin at his own cost and also arrange all other requirements e.g. Chemical Dealership Registration Certificate, Trade License, Hazardous chemical certificate, GST registration etc. as required by the State Govt.

**18) AMENDMENT / MODIFICATION:**

The above are only for the information of the public and APL reserves its right to amend, modify, delete or add any of the above terms and conditions at their sole discretion. The bidder will be governed by the terms and conditions published in the advertisement for the location against which he/she is applying and if the application is not submitted strictly in accordance with the terms referred therein, the same is liable to be rejected.

**19) TERMINATION CLAUSE:**

In the event of non-rendering services satisfactorily by the dealer or if the dealer commits a breach of agreement or becomes bankrupt, the Company without assigning any reason thereof has the liberty to cancel/terminate the Dealership/Agreement by giving one month (01) notice in writing to the Dealer. Termination of the agreement for whatsoever reason shall not affect the obligation/liabilities of the dealer accrued hereunder in respect of matters at the time of the agreement. Notwithstanding anything contained contrary in "CONTRACT DOCUMENTS", in case it is found that the Bidders/Dealers indulged in fraudulent / coercive practices at the time of bidding, during execution of the contract etc., and /or on other grounds, the bidders/dealers shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Assam Petrochemicals Limited, to such bidders/dealers. If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

**20) QUANTITY DISCOUNT (Q.D) FOR FORMALIN DEALERS:**

Quantity Discount (Q.D) for Customers will be applicable corresponding to the total quantity lifted in a calendar month.

Lifting in MT	Q.D. (Rs. Per MT)
1-299	Nil
300 to 600	Actual Qnty lifted x 300
601 to 700	1,80,000+ (Actual Qnty lifted – 600) x 400
701 to 800	2,20,000+ (Actual Qnty lifted – 700) x 500
801 to 900	2,70,000 + (Actual Qnty lifted – 800) x 600
901 to 1000	3,30,000 + (Actual Qnty lifted – 900) x 700
1001 & Above	4,00,000+(Actual Qnty lifted – 1000) x 800


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**21) COMMISSION FOR FORMALIN DEALERS:**

On purchase of 300 & above MT of Formalin:

Credit Days	Commission
0-7	3%
8- 15	2.75%
16-30	2.50%

- A. In case a dealer wants to avail 7 days credit, he will **have to** pay the entire amount on or before the 7 days of invoice. If any payment is left on the day of invoice, the dealer would clear the outstanding within next bank working day and if the outstanding is still not cleared within the stipulated date, the dealer would automatically shift to the slab of 15 days credit period and its terms and conditions would be applicable. Likewise, if it continues till day 30<sup>th</sup> then the terms and conditions of 30 days credit period would be applicable.
- B. In case a dealer avails 8-15 days credit period, he will **have to** clear the outstanding on or before the 15<sup>th</sup> day from the date of invoice and has to submit Security Deposit in the form of Bank Guarantee (BG) or Post Dated Cheque (PDC) of **the same** amount and he will be eligible for 2.75% Commission. If the 15<sup>th</sup> day is a bank holiday, the next banking day would be considered as 15<sup>th</sup> day.
- C. In case a dealer opts for 16-30 days credit period, he will **have to** clear the outstanding on 30<sup>th</sup> day from the date of invoice and has to submit Security Deposit in the form of BG or PDC of same amount and he will be eligible for 2.5% Commission. If the 30<sup>th</sup> day is a bank holiday, the next banking day would be considered as 30<sup>th</sup> day.
- D. In both cases, exceeding 30 days credit period, penalty will be charged @prevailing bank interest rate per month for the delayed days. The Q.D. and Commission will be paid only after receipt of final outstanding from the Dealer. The Prevailing bank rate for delayed payment other than agreed terms would be defined in Agreement signed by both APL and Dealer.
- E. For calculating Dealer Commission, the Standard pricing of 30 days would be taken as benchmark.

# No commission shall be paid if bills are not raised on customer's name.

**22) FORCE MAJEURE:**

Dealers shall have no claim against Company for failure, default or delay in delivery of goods ordered by the Dealer from Company arising out of shortage of stocks, delay in transit, accidents, strikes, and riots or any other causes or reasons beyond Company's control. The Company shall also be at liberty to supply lesser quantity than ordered for by the Dealer if there is a total market demand exceeding the Company's current stock and Dealer will accept smaller quantities as may be then supplied to the Dealer without any further right or recourses.

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**23) PENALTY CHARGE ON SHORT LIFTING:**

In case a dealer fails to lift the minimum allotted quantity of 300 MT per month, then APL shall levy penalty as per example given below & in addition GST as applicable will be charged on the difference in quantity of Formalin not lifted during the calendar month.

<b>Calculation of penalty charge</b>	
Minimum Allotted Quantity :	300 MT
Avg. Monthly Basic Price PMT :	16,000
Quantity lifted during the month :	200
Minimum quantity which should have been lifted to avoid penalty charge :	300 MT
Difference in Quantity :	100 MT
Value of 100 MT :	16,00,000
2.5 % value of 100 MT :	40000
18% GST on penalty value :	7200
Total Penalty	47200

**24) LEGAL JURISDICTION:**

In case of any dispute/ disputes arising out of the Dealership, the same will be referred to the sole of arbitration of an Officer of the Company and /or outside arbitrator appointed by APL and his decision on such dispute (s) shall be final and binding on the parties thereto. The said arbitrator shall not be required to give any reason for the decision and the provision of the Indian Arbitration Act 1996 as amended shall be as far as practicable be applied for such proceedings.

The Civil Court at Dibrugarh in the district of Dibrugarh, Assam shall have the jurisdiction to adjudicate dispute (s) arising out of the Dealership & no other Court.

The Dealer shall be liable for any act of omission or commission on their part or on the part of their representative / employee thereby causing any loss, damage or inconvenience to the Company.

The Company also reserves the right to modify / amend any of the terms and conditions hereof and also to make such addition in the Dealership as it deemed necessary for operation of this Dealership.

An agreement shall be executed on non-judicial stamp paper of appropriate value within 01 (one) month from the date of awarding the contract.

**25) DISCLAIMER:**

APL reserves the right to consider execution of dealership with one or more than one dealer and for any such quantity as it may deem proper keeping in view the production capacity and other relevant factors. Mere submission of Expression of Interest (EOI) will not confer any right for award of dealership. APL reserves the right to reject any or all the applications or stop the process of entering into agreement at any stage at its sole discretion.

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**Attested Passport size Coloured Photographs to be pasted with their Names & status of bidder (s)**

Name of the Firm: M/s .....

**A. Proprietor / CMD / MD / Director/Managing Partner (s) of the Bidder Firm**

Affix Passport size coloured photograph with name below

**B. Partners / Directors of the bidder Firm**

Affix Passport size coloured photograph with name below	Affix Passport Size Coloured Photograph with name Below	Affix Passport Size Coloured Photograph with name Below	Affix Passport size coloured photograph with name below	Affix Passport Size Coloured Photograph with name below
Affix Passport size coloured photograph with name below	Affix Passport Size Coloured Photograph with name Below	Affix Passport Size Coloured Photograph with name Below	Affix Passport size coloured photograph with name below	Affix Passport size coloured photograph with name below
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**APPLICATION FORMAT****APPLICATION FOR APL DEALERSHIP**

Latest  
Passport  
Size  
Photograph  
with  
specimen  
signature  
on the  
photograph

Location (at or in the vicinity of) \_\_\_\_\_

District \_\_\_\_\_ State \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

1. Individual: (Individual bidders/each partners of partnership firm to enclose Affidavit as per Appendix "A")

(a) Name (in Block Letters): Mr. / Ms. \_\_\_\_\_

(b) Father's/ Husband's Name \_\_\_\_\_

(c) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN: \_\_\_\_\_

Tel.No. \_\_\_\_\_ Mobile No.: \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

(d) Nationality: \_\_\_\_\_

(e) Date of Birth: \_\_\_\_\_ Completed Age as on date of application: \_\_\_\_\_  
(Proof to be attached)

(f) Educational Qualification (s): \_\_\_\_\_ (Proof to be attached)

(g) Resident of \_\_\_\_\_ Revenue Village \_\_\_\_\_ in Village Panchayat of \_\_\_\_\_ Block/Town  
\_\_\_\_\_ in District \_\_\_\_\_ of State \_\_\_\_\_ (Residence Proof to  
be attached in case of application for Rural ROs as per **Appendix - D**)

(h) Gender: \_\_\_\_\_ (Male / Female)

(i) Marital Status : \_\_\_\_\_ ( Unmarried/Married/Widow/Widower/Divorcee)

2. Gross Income during last financial year ended 31.03.2023 Rs. \_\_\_\_\_ (Attach proof)

3. Present occupation: \_\_\_\_\_

4. In case you are an Income Tax Payee, please furnish

PAN No.: \_\_\_\_\_

Year upto which assessed: \_\_\_\_\_

Income Tax Returns (Attach for last three years): \_\_\_\_\_

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5. Do you have business / selling experience? If yes, give full details:

\_\_\_\_\_

(attach addl. sheets, if required)

6. Do you have experience of supervision of personnel? If yes, give full details. \_\_\_\_\_

(attach addl. sheets if required)

7. Please attached the documents mentioned below:

(a) GST certificate

(b) Income Tax Return

(c) PAN

8. Land details (to be provided by all bidders):

(a) Do you have a suitable site readily available at the location where the dealership has been advertised? YES/NO

If Yes, Please give details of land: \_\_\_\_\_

(b) Name of the owner(s) of the land : \_\_\_\_\_ ( proof to be attached)

(c) Relationship of land owner with the bidder: \_\_\_\_\_

(In case the bidder is not the land owner, consent letter / Affidavit / POA along with copies of title documents from the Land owner to be enclosed).

9. In case of partnership, please give name of each of the partners and attach copies of Registered / Proposed Partnership Deed/Power of Attorney. Application of all the partner(s) should be bunched together while submission:

\_\_\_\_\_

10. If Body Corporate/Co-operative Institution (please attach copy of Articles and Memorandum of Association & enclose Affidavit as per Appendix - B)

(a) Name of the Body Corporate: \_\_\_\_\_

(b) Address: \_\_\_\_\_ PIN: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

Name and Designation of the competent authority making the Application: \_\_\_\_\_

Name of Directors	Share holding (Share %)

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(Copies of audited profit and Loss account statement for the preceding 3 financial years of date of application to be enclosed).

11. If Co-operative Institution (please attach copy of Certificate of Registration with By Laws) Registration No.

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12. Give details of source of funds : (to be provided by all bidders) The type\* of fund should cover free & unencumbered Bank accounts / Govt. Securities/ fixed deposits, bankers / financial institution certificate for credit worthiness (in the enclosed Appendix - C), Shares of listed public limited companies (with valuation report) etc., details of other assets (with valuation report) like immovable property (land, building etc.) / movable assets like vehicle etc., any other sources of income from interest, rent, business etc. (please attach proof in all cases). The details under "Finance" may be provided in the following format. (Attach Separate sheet as required).

*Type of fund	Details a/c no. etc	Name of the holder	Relationship	Amount ( ` )

13. Have you ever been convicted for any criminal offence involving moral turpitude and / or economic offence (other than freedom struggle)? (Applicable to individuals, partners, body corporate, co-operative institutions) - YES / NO

14. Details of Business Operations of the Bidder Firm.

Location	Year of Establishment	Line of Business	Area Covered	No. of Salesman

15. Name of the Banker

Bank	Place	Branch	A/c No.



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**16. Margin Money & Security given to the Bank for availing Credit Limits.**

Financial Arrangement	Amount
Margin Money	
Security	

17. a) For Application Fee: Demand Draft No. \_\_\_\_\_ dated. \_\_\_\_\_ for Rs. \_\_\_\_\_ in favour of Assam Petro-chemicals Limited payable at Namrup is enclosed.

b) For Earnest Money: Demand Draft No. \_\_\_\_\_ dated. \_\_\_\_\_ for Rs. \_\_\_\_\_ in favour of Assam Petro-chemicals Limited payable at Namrup is enclosed.

NOTE: All Affidavits are to be enclosed in original. In respect of all other certificates / documents, Photocopy/ True copy ONLY need be attached along with the application. However, originals of all these will have to be produced at the time of interview, if called for. Non production of original documents at the time of interview will render the bidder ineligible for Dealership.

18. Any other information:

**19. UNDERTAKING:-**

I undertake to produce Originals of all the attachments enclosed with this application at the time of interview, if called for and is aware that in the event I fail to produce the Originals, my application for Dealership will be disqualified. I am fully aware that APL under its policy will not appoint me as its Dealer if I am employed. I shall have to resign from the service and produce proof of acceptance of my resignation from my employer to APL before issuance of Letter of Appointment for the Dealership. That, if selected, I undertake that I will deposit an interest free security deposit as mentioned in the advertisement for the subject location, as per the policy of APL.

I, \_\_\_\_\_ hereby certify that the information given above is true to the best of my knowledge and belief. Any wrong information / suppression of facts will disqualify me from being considered for the Dealership.

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

Signature

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

(Name in block letters): \_\_\_\_\_

(Designation): \_\_\_\_\_

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**CHECKLIST OF DOCUMENTS/LIST OF ENCLOSURES**

All copies of documents submitted to be Self-Attested unless specified to be certified/notarized by Gazetted Officer/Notary Public/Chartered Accountant. Copies of all documents to be submitted with application form.

Original copies of all affidavits are required to be submitted along with the application.

Bidders are advised to keep originals and produce as and when demanded by company for verification purpose.

In case of Affidavits, stamp paper should be of appropriate value as applicable in the state and should be paid by the Deponent.

Affidavits should be made on or after the date of advertisement.

**A. DOCUMENTS TO BE SUBMITTED**

1. Application form duly filled and signed with Passport Size Photographs
2. Online receipt copy of **Rs. 12,700/-** in favour of Tender Processing fee.
3. Online receipt copy or Bank Guarantee for **Rs. 12,70,000/- (Rupees twelve lacs seventy thousand) only** in favour of EMD.
4. Notarized Affidavit issued after the date of advertisement as per
  - **Appendix – A** – Declaration for Individual & Proposed Partners
  - **Appendix – B** – Declaration for Body Corporate/Co-Operative Institutions
5. **Appendix – C** – Credit Worthiness Certificate/Solvency Certificate from scheduled Bank / Financial institutions issued on or after the date of advertisement
6. **Appendix – D** – Residence Certificate
7. **Annexure – I** – Proforma for Bank Guarantee for Earnest Money Deposit (To be stamped in accordance with the Stamp Act)
8. **Annexure – II** – Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit" (On Non-Judicial Stamp Paper of Appropriate Value)
9. **Annexure – III** – Self Declaration by Bidder in Support of Bidder's Business Experience
10. **Annexure – IV** – No Deviation Confirmation
11. **Annexure – V** – Undertaking on Letterhead
12. **Annexure – VI** – Declaration Regarding Conviction, Liquidation & Court Receivership
13. **Annexure – VII** – Format for Chartered Accountant Certificate for Financial Capability of the Bidder
14. **Annexure – VIII** – Agreed Terms & Conditions

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**15. Financial Capacity:-** Supporting Documents to be furnished: Certified copies of:-

- Last three years acknowledged IT Returns (2020-21, 2021-22 and 2022-23).
- Last three years audited balance sheet for firms/ companies (2020-21, 2021-22 and 2022-23)
- Last three years audited annual reports/profit and loss statement for firms/ companies (2020-21, 2021-22 and 2022-23). In case audited P/L statement is not applicable for Partnership Firm/Entity, a certificate from a practicing CA certifying the net profit for the period above needs to be enclosed

**B. OTHER DOCUMENTS TO BE SUBMITTED** (All submitted documents to be Self-Attested unless specified)

- 1. For Nationality** (Choose any one from following)
  - PAN (Permanent Account Number)
  - Passport
  - Aadhaar Card
  - Voter card
  - Driving License
  - Ration Card
  - Any other relevant document by State or Central Govt.
- 2. For Proof of Age/ Date of Birth** (choose any one of the following)
  - School Leaving Certificate
  - Passport
  - PAN Card
  - Any other relevant document by State or Central Govt.
- 3. For Proof of Address documents for individual and company** (choose any one of the following)
  - PAN
  - Ration Card
  - Passport Voter Card
  - Telephone bill (landline / mobile)
  - Bank Statement
  - Driving License
  - ID card issued by Central or State Govt.
- 4. Documents in support of:**
  - Certificate of Incorporation of Company/Registration of Firm/Body Corporate/Co-operative Institutions, clearly mentioning the name of the company, particulars of the directors of the company (including Tax Identification Number) along with their respective share percentage & shareholders Particulars
  - Articles of Association & Memorandum of Association along with the certificate of incorporation issued by the Registrar of Companies

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- In case of Proprietorship, a Registration certificate of firm from Govt. Authority showing the Proprietor Name and Firm Name
- Registered Partnership Deed / Power of Attorney in case of partnership firms,
- GST Registration Certificate
- Evidence of the authority of person signing this proposal and to a Contract resulting there from and the requisite Powers of Attorney (if required)

**5. Other Enclosures:**

- Chemical Dealership Registration Certificate
- Trade License
- BIS License
- Hazardous chemical dealing certificate issued by Govt. Authorities to carry out the tankers of hazardous chemicals.

**\* Non-submission of the attested copies of the requisite certificates / documents as specified above and /or in EOI document shall render the bid non-responsive and shall be liable for rejection.**

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

Ref.:-----

Bank Guarantee No.:

Date:

To  
ASSAM PETRO-CHEMICALS LIMITED,  
P.O.PARBATPUR, NAMRUP  
DIBRUGARH, ASSAM, PIN – 786623

Dear Sir (s),

In accordance with Expression of Interest under your reference No.\_\_\_\_\_ M/s\_\_\_\_\_ having their Registered/Head Office at\_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said EOI for\_\_\_\_\_ as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs.\_\_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said EOI which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI Document.

We, the\_\_\_\_\_ Bank at\_\_\_\_\_ having our Head Office\_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without recourse to the bidder by Assam Petro-Chemicals Limited., the amount\_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by APL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid upto\_\_\_\_\_ (This date should be 180 days (one hundred & eighty days) after the date finally set out for closing of EOI). If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s\_\_\_\_\_ on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this\_\_\_\_\_ day of\_\_\_\_\_.20\_\_\_\_ at\_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME):  
(OFFICIAL ADDRESS):

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp  
Attorney as per\_\_\_\_\_  
Power of Attorney No.  
Date:\_\_\_\_\_

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**ANNEXURE – II****PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE  
SECURITY / SECURITY DEPOSIT"****(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)***BANK GUARANTEE No.**Dated:*

To  
ASSAM PETRO-CHEMICALS LIMITED,  
P.O. PARBATPUR, NAMRUP  
DIBRUGARH, ASSAM, PIN – 786623

**Dear Sir(s),**

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

The Contract conditions provide that the DEALER shall pay a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form  
therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed  
by Nationalized Bank, undertaking full responsibility to indemnify M/s Assam Petro-Chemicals Limited, in  
case of default.

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

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

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

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from  
us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or  
disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute  
or disputes are pending before any officer, tribunal or court and any demand made by you in the bank  
shall be conclusive and binding. The bank shall not be released of its obligations under these presents by  
any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any  
other act of omission our commission on your part or any other indulgence shown by you or by any other

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matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said dealer but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the contract period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent. However, if for any reason, the dealer is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the dealer fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the dealer till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (dealer) on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Dibrugarh Court.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Dealer up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Dealer to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

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

Yours Faithfully,



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

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

.....

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**ANNEXURE – III****SELF DECLARATION BY BIDDER IN SUPPORT OF BIDDER'S BUSINESS EXPERIENCE****TO WHOM SO EVER IT MAY CONCERN**

This is in reference to APL's advertisement dated \_\_\_\_\_ for appointment of Formalin Dealers. M/s \_\_\_\_\_ located at \_\_\_\_\_ has applied for Formalin dealership of Assam Petro-chemicals Ltd. and has following business experience in dealing of the products (chemicals) as mentioned in the below table.

Details are given in the table below:-

Product	HSN Code	Value of Contract/Order in Rs. in Financial year			No. of years of experience till date of advertisement
		2020-21	2021-22	2022-23	

*\* Add row if required*

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Designation:

Seal:



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**ANNEXURE – IV**  
**"NO DEVIATION" CONFIRMATION**

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

EOI No.: APL/MKTG/DEALERSHIP/2022-23/02

Dear Sir,

I/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:



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**ANNEXURE – V**  
**UNDERTAKING ON LETTERHEAD**

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

EOI No.: APL/MKTG/DEALERSHIP/2022-23/02

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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**ANNEXURE – VI**

**DECLARATION REGARDING CONVICTION, LIQUIDATION & COURT RECEIVERSHIP**

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

EOI No.: APL/MKTG/DEALERSHIP/2022-23/02

Dear Sir,

I/We hereby confirm that M/s..... is not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

I/We also confirm that M/s..... has never been convicted and / or no charges has been framed by a Court of Law for any criminal offence involving moral turpitude / economic offences (other than freedom struggle).

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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**ANNEXURE – VII**  
**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL**  
**CAPABILITY OF THE BIDDER**

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

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

Financial Year	Amount (Currency)
2020-21	
2021-22	
2022-23	

**B. AUDITED ANNUAL NETWORTH\* OF LAST 3 YEARS:**

Financial Year	Amount (Currency)
2020-21	
2021-22	
2022-23	

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

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

***\*Refer Instructions***

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

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

[Signature of Authorized Signatory]  
Name:  
Designation:

**Instructions:**

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

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**ANNEXURE – VIII**  
**AGREED TERMS & CONDITIONS**

M/s ASSAM PETRO-CHEMICALS LIMITED

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

EOI No.: APL/MKTG/DEALERSHIP/2022-23/02

<b>Sl. NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
1.	Bidder's name and address.	
2.	Please confirm the currency of application form; EMD & BG is in Indian Rupees.	
4.	Rate of applicable GST	
5.	Confirm acceptance of General Terms & Conditions specified in the Bid Document.	
6.	Confirm that Contract Performance Bank Guarantee is furnished as per Bid Document.	
7.	Confirm that Security Deposit / Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of Bank Guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm contract period shall be reckoned from the date of Letter of Award	
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.	
12.	Please furnish EMD details : a) EMD No. & date b) Value c) Validity	
13.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
13.	Owner (APL) reserves the right to make any change in the terms & conditions of the EOI/BIDDING DOCUMENT and to reject any or all bids.	



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13.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
13.	Confirm acceptance to anti-profiteering clause under GST	
14.	Confirm that all documents are furnished as mentioned in the Checklist of Documents/List of Enclosures	
13.	All correspondence must be in <b>ENGLISH</b> language only.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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**APPENDIX - A****NOTARIZED AFFIDAVIT****DECLARATION FOR INDIVIDUAL & PROPOSED PARTNERS****(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

(To be submitted by individual and each proposed Partner)

I/We \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ age \_\_\_\_\_ years

residing at \_\_\_\_\_ do hereby solemnly affirm and say as under:

1. That I am an Indian National/Citizen.
2. That my date of birth is dd /mm/ yyyy \_\_\_\_\_
3. That I have never been convicted and / or no charges have been framed by a Court of law against me for any criminal offence involving moral turpitude / economic offences (other than freedom struggle).
4. I hereby confirm that I was never a signatory to a dealership agreement of any Petrochemical company, which was terminated for proven adulteration/malpractices.
5. I hereby confirm that the various sources of funds required for setting up and operation of the dealership has been furnished by me. I undertake that these funds will be made available for the purpose stated above. In case it is found that same is not made available as when required, the offer of Dealership at any stage can be withdrawn and that I will have no claim / damages whatsoever against the Company.
6. I undertake that I will observe all the relevant guidelines with regard to award/operation of the said Dealership issued by Assam Petro-chemicals Limited from time to time.
7. I hereby verify that what has been stated above is true to the best of my knowledge and belief. If any information/declaration given by me in my application or in any document submitted by me in support of Application for the award of Dealership at \_\_\_\_\_ (Location) or in this affidavit shall be found to be untrue or incorrect or false, Assam Petro-chemicals Ltd. would be within **its rights to withdraw the Letter of Intent / terminate the Dealership (if already appointed)** and that I would have no claim, whatsoever, against Assam Petro-chemical Ltd. for such withdrawal/termination.

Solemnly affirmed and declared before me

This \_\_\_\_\_ day of \_\_\_\_\_

-----

Signature and Seal of person making affidavit

Magistrate/Judge/Notary public (Name in block letters)

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**APPENDIX - B****NOTARIZED AFFIDAVIT****DECLARATION FOR BODY CORPORATE/CO-OPERATIVE INSTITUTIONS****(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

M/s\_\_\_\_\_ located at \_\_\_\_\_has applied for Formalin dealership of Assam Petro-chemicals Ltd.

I, \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ age\_\_\_\_\_ years resident of\_\_\_\_\_ in the capacity of\_\_\_\_\_ do hereby solemnly declare:

1. That through a resolution passed by M/s \_\_\_\_\_, I have been authorised to apply for the said dealership on behalf of the company. A copy of the resolution/authorisation/duly notarized POA of the Firm/company is enclosed herewith forming part and parcel of this affidavit.
2. That the said entity M/s\_\_\_\_\_ is duly registered with the competent authority and a photocopy of the registration certificate is enclosed herewith forming part and parcel of this affidavit.
3. That the said entity M/s\_\_\_\_\_ is a profit making body during last 3 financial years.
4. That on behalf of M/s\_\_\_\_\_, I undertake that I will observe all the relevant guidelines with regard to award/operation of the said dealership issued by Assam Petro-chemicals Ltd.
5. That M/s\_\_\_\_\_ is a Registered Co-operative Institution Registered under Societies registration Act 1860. A copy of the certificate to this effect from the Registrar of Co-operative Societies is enclosed herewith forming part and parcel of this affidavit.
6. That M/s\_\_\_\_\_ is a Company registered under companies Act 1956 & is a \_\_\_\_\_ (specify the type of entity) registered under \_\_\_\_\_ (specify the authority) and that the same does not have any criminal records nor does it have any criminal charges framed against it by a court of law involving moral turpitude and/or economic offences. Moreover, none of the members of its Governing Body / Managing Body / Any such other Body / Directors have been convicted and / or charges have been framed against them by a Court of law for any criminal offences involving moral turpitude and / or economic offences (other than freedom struggle) punishable under law.
7. That M/s\_\_\_\_\_ is a Company registered under companies Act 1956 & is a \_\_\_\_\_ (specify the type of entity) registered under \_\_\_\_\_ (specify the authority) and that neither this entity itself nor any of the members of its Governing Body / Managing Body / Any such other Body / Directors was ever signatory to a dealership of any petrochemical company, which was terminated for proven adulteration/malpractices.
8. That on behalf of M/s\_\_\_\_\_, I have furnished details of various sources of funds required for setting up and operation of the dealership in the application form. I undertake that these funds will be made available for the purpose stated above. In case it is found that the same is not made available as

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and when required, the offer of dealership, at any stage, can be withdrawn and that I will have no claim/damages whatsoever against Assam Petro-chemicals Ltd.

9. That on behalf of M/s\_\_\_\_\_, I hereby verify that what has been stated above is true to the best of my knowledge and belief and nothing material has been concealed there from. If any information/declaration given in this application or in any document submitted in support of application for the award of the dealership or in this affidavit shall be found to be untrue or incorrect or false, Assam Petro-chemicals Limited would be within its rights to withdraw the letter of intent / terminate the dealership (if already appointed) and that I would have no claim, whatsoever, against Assam Petro-chemicals Limited for such withdrawal/termination.

Solemnly affirmed and declared before me

This\_\_\_\_\_ day of\_\_\_\_\_

\_\_\_\_\_  
Signature and Seal of  
Magistrate/Judge/Notary public

\_\_\_\_\_  
Signature of person making affidavit  
(Name & Designation in block letters)

**[Strike out whatever is not applicable]**

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**APPENDIX - C****CREDIT WORTHINESS CERTIFICATE/SOLVENCY CERTIFICATE**

(To be submitted by all the bidders)

Credit worthiness certificate/Solvency Certificate from the Bankers, from a Scheduled Bank / Financial institutions to be obtained in their Letter Head in the following format and enclosed with the application.

**To whomsoever it may concern**

Shri / Ms/ M/s.\_\_\_\_\_ is a customer of this bank / institution maintaining Savings Bank Account / Current Account (tick whichever is applicable) No.\_\_\_\_\_ with us since\_\_\_\_\_ years and he / she / they, is/are enjoying the following facilities of our bank / institution:

- a.
- b.
- c.

During the above period, the dealing of Shri / Ms/ M/s\_\_\_\_\_ with the bank and his/her/ their conduct has been satisfactory and minimum balance maintained during the said period at any point of time is Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ (in words).

Signature :

Name and Designation :

Office Seal :

Date :



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**APPENDIX - D**

**PERMANENT RESIDENCE CERTIFICATE**

This is to certify that Shri/Smt/Kum. \_\_\_\_\_ son/daughter of Shri \_\_\_\_\_ is a resident of \_\_\_\_\_ Revenue Village/Town in \_\_\_\_\_ Village Panchayat/Town Committee of \_\_\_\_\_ in District \_\_\_\_\_ of State \_\_\_\_\_

(\_\_\_\_\_)

Signature of

Dy. Tehsildar / Tehsildar

Dy. Mamlatdar / Mamlatdar

(Seal of Office)

OR

(\_\_\_\_\_)

Signature of Dy. Commissioner\*/ Commissioner of Police

(Seal of Office)

\*Only if the Competent Authority is Dy. Commissioner of Police.

Note: Residence certificate issued **within previous six months of the date of application** for dealership in the prescribed format herein will only be treated as valid residence certificate.