



TENDER NO: APL/C&P/Admin/2023-24/159

DATE: 31.08.2023

ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP

**NOTICE INVITING TENDER**

FOR

**APL'S COURIER SERVICES CONTRACT**

**TENDER NO: APL/C&P/Admin/2023-24/159**

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

<b>NAME OF WORK</b>	<b>ESTIMATED VALUE</b>	<b>EARNEST MONEY</b>	<b>TENDER PROCESSING FEES</b>
<b>APL'S COURIER SERVICES CONTRACT</b>	<b>7,20,000.00</b>	<b>14,400.00</b>	<b>140.00</b>

<b>BID DOCUMENT ISSUE PERIOD</b>	<b>From 15:00 Hrs on dt. 31.08.2023 up to 15:00 Hrs on dt. 14.09.2023</b>
<b>LAST DATE OF BID SUBMISSION</b>	<b>Up to 15:00 Hrs on dt. 14.09.2023</b>
<b>BID OPENING DATE</b>	<b>At 15:00 Hrs on dt. 15.09.2023</b>
<b>BID SUBMISSION</b>	<b>In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a></b>
<b>AVAILABILITY OF TENDER DOCUMENTS</b>	<b>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></b>

**Sd/-  
Managing Director**



## **1. INTRODUCTION:**

**1.1.** Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde 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.

Assam Petro-Chemicals Ltd. is now implementing a mega project of 500 TPD Methanol and 200 TPD Formaldehyde plant as an expansion project of the company at a total cost of Rs. 1709 crores. The Hon'ble Prime Minister of India, Shri Narendra Modi virtually dedicated the 500 TPD Methanol Plant of the Company in service to the Nation on 14.04.2023. Besides the project work of 200 TPD Formalin Plant in Boitamari of Bongaigaon district is well in progress. Government of Assam, Oil India Limited and Assam Gas Company Limited are investing in equity capital for implementation of 500 TPD Methanol and 200 TPD Formalin project. Government of Assam along with Assam Gas Co. Ltd and AIDC Ltd. will hold 51% of shares and Oil India Ltd. will hold 49% of the equity capital of the company. In this connection, a MoU was signed with Oil India Ltd. in February, 2018 during Advantage Assam -the Global Investors Summit held at Guwahati.

### **1.2. The site for the New Plant:**

The new 500 TPD Methanol Plant will be set up in the land area adjacent to existing location of APL factory at Namrup.

### **1.3. Approach to site:**

The APL factory is situated at Namrup in the district of Dibrugarh, Assam, India. Namrup is connected with Dibrugarh by national Highway NH-37 and is at a distance of around 70 KM from Dibrugarh and around 65 KM from Dibrugarh Air Port. The nearest railway Station is Namrup Station and is at a distance of 9 KM. The Station has siding facilities suitable for handling Project equipments. The Railway Track is Broad Gauge.

**1.4.** The Plot area has an existing Natural ground level of 124.4 m from the MSL.

## **2. SCOPE OF WORK**

### **a) General.**

The agency shall provide Courier Services of our Packages to various destinations in India of our materials for sending to different APL Offices and other Companies located in various



parts of the country. The packages/documents may be collected from our APL Namrup Office or as per instruction of APL Office. The materials shall be picked up from our office premises and other destinations as and when required by APL Limited.

Name of the office and its location	Type of items/Articles
M/s Assam Petro-chemicals Limited, Namrup. P.O. Parbatpur 786623, Dibrugarh Assam.	Documents, Parcels and packages are to be collected from Assam Petrochemicals Limited Namrup.

### 3. GENERAL TERMS AND CONDITIONS

1. The period of contract of under the scope of work shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of APL Namrup.
2. It shall be the responsibility of the courier agency to promptly respond to APL Namrup, Non-tampering of packages and documentation and ensure safe delivery of the documents/Packages to the destination without any damage.
3. Challans of consignment should specify with minimum details as follows:
  - a. Consignment No. & date
  - b. Nature of packing Weight.
  - c. Consignor and Consignee with stamp & Signature.
  - d. Mode of Dispatch
  - e. Any other details.
4. Proof of Delivery (POD) of the materials/packages should be given to APL Namrup. POD should invariably contain the consignee stamp & signature. Please mention whether any other proof of delivery other than POD is available (with supporting document). Two copies POD/Booking to be enclosed with the bill.
5. Facilities to track the courier through website should be available.
6. The Agency shall maintain a register/ document for the packages/materials collected from our office premises.
7. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to APL Namrup whatsoever it may be.
8. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. To furnish such proof of payment



of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by APL Namrup from time to time.

9. Responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by Courier Agency for the purpose at premises of APL Namrup or for any accident caused to them and APL Namrup shall not be liable to bear any expense in this regard.

10. In case of any changes of constitution of the Agency, the rights of APL Namrup should not suffer.

11. All personnel engaged by Agency shall not disclose the identification of the material details to anyone. In case the same is proved the stringent action shall be taken against the Agency.

12. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and he will be answerable to APL Namrup. This will, however, not diminish in any way, the Agency's responsibility under contract to APL Namrup.

13. A representative of the Agency shall visit APL Namrup at least once in a month and review the service performance of its personnel. During the visit, Agency's representative will also meet APL's officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day to day functioning of the services shall be carried out in consultation with and under direction of Administrative Section, APL Namrup.

14. APL Namrup may discontinue the services if urgency at any time without assigning any reason whatsoever.

15. Prompt delivery of the consignment is of prime importance and penalty will be levied for delay.

16. In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the bidders to collect the material and deliver to the correct place at the risk and expenditure of bidders. Bidders will not be eligible for any payment on account of such additional trips involved.

17. Even in cases where the bidders does not have their branch office of delivery point at any place in India, all consignments ready for such places shall have to be accepted by the bidders for delivery to such points.

18. All road permits or licenses or any other relevant authorization from competent authority as required for the running the vehicles shall be obtained by the bidders at its own cost. All Air and road rules pertaining to different states should be followed by the bidders.

19. It shall be the responsibility and obligation of the bidders to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the designated place in the same sound condition as received by him and within the time schedule stipulated. Any



destruction, deterioration, or damage or breakage caused to the consignment, charges will be charged from the bidders

20. While accepting the consignments for delivery the bidders should ensure that necessary documents for check post are collected, so that consignment are not detained en route for want of these documents. Any detention or expenses incurred on this account shall be the bidder's responsibility to get the consignment released and delivered in time. In case of floods/strikes/Riots materials should be kept in their vault.

21. The Agency shall not, in any way, discontinue / withdraw the services on their own during the contract period.

22. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of APL Namrup / Govt. of India/ any State/or any Union Territory.

23. The Agency will arrange to handover a photo identification list of their persons who will collect Gold/Silver Medallions/valuable parcel from APL Namrup nodal branch /other branches at each location where the APL Namrup require the service of bidder. The photo identification list will be duly authorized by the local Branch Head/Manager at each location.

24. Good standard of services & delivery period shall be maintained as indicated.

25. The Agency shall ensure that all personnel deployed for lifting the materials is fully loyal-to and assist APL Namrup during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of APL Namrup.

26. APL Namrup shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.

27. Before submission of the bill, the Agency shall ensure that the materials/packages are properly delivered in good conditions and POD enclosed.

28. No request for making advance payment on any ground shall be entertained.

29. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

30. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department.

31. During the course of the contract period, the Agency shall deposit GST at prevailing rates as per GOI norms.

32. The decision of APL Namrup in regard to interpretation of the terms & conditions and the Agreement shall be final and binding on the Agency.

33. An agreement shall be signed with the successful agency as per specimen enclosed.

34. APL Namrup, shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.



35. Penalty: If the Bidder/Tenderer or its franchises/agents fails to deliver the consignments on scheduled time for any reason, the deduction or penalty will be deducted from the amount payable to Bidder/Tenderer as under :-

i) For One Day delay beyond Delivery -100% of the Rate quoted by the Bidder/Tenderer.

ii) For Each Day Delay after One Day delay beyond Delivery Schedule Rs. 100/- per day as Penalty for Late Delivery Charges.

iii) The Company shall impose a panel charge of Rs. 2000/- (Rupees Two Thousand Only) per consignment or the amount of consequential loss suffered by the Second Party, whichever is more.

36. Termination; The contract may be terminated by APL Namrup giving one month notice, in case the agency :

a. Assigns or sub-contract of this service.

b. Violation/ contravention of any of the terms and conditions mentioned in the contract.

c. Does not improve the performance of the services in spite of instructions.

d. Any violation of instructions/agreement of suppression of facts. On termination of the contract, it shall be the responsibility of the agency to discontinue the services.

37. The Consignment should be delivered on same day or next day in Namrup and rest of the places within three days.

38. In case of difficulty on non-availability in delivery of material the same should be brought to the notice of APL Namrup immediately.

39. List of offices in various locations all over India.

40. Main contact person name, mobile numbers to be given to APL Namrup on award of Contract.

41. Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Dibrugarh.

42. APL Namrup reserves the right to cancel the contract at any point of time without assigning any reason whatsoever with the notice period of 30 days.

43. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law and valid for at least for 12 months from the date of the opening of tender. Copy of certificate should be attached.

44. The Courier Service provider Agencies shall have an all India network.

45. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard may please be submitted.



46. There should be no case with the police/Court against the proprietor /Firm/Partner or the Company. The Bidder to submit notarized affidavit that they have not been blacklisted or suspended by any PSU/Central or state Govt. Departments and have not been held guilty by any court of law for any offense involving fraud dishonest and moral turpitude.

47. Bidder shall not be an employee in Government/Quasi Government/Public Sector Undertaking and/or dependant of an employee of Assam Petro-chemicals Limited in service.

#### 4. BIDDER'S QUALIFICATION CRITERIA:

##### a) TECHNICAL:

1) Experience: Bidders must have previous 3 years experience of running courier service contract in an organization of repute in last 10 years. Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document from the organization to which such services have been rendered.

2) Bidder shall not be an employee in Government/Quasi Government/Public Sector Undertaking and/or dependant of an employee of Assam Petro-chemicals Limited in service.

3)The Contractors/ Agencies should be in possession of necessary manpower, tools, plants, equipments & machineries required for carrying out the Job. APL would not provide any materials for the execution of the Job.

##### b) COMMERCIAL:

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31<sup>st</sup> March viz. **2022-2023, 2021-2022 and 2020-2021** should not be less than **Rs. 2,16,000.00**
2. The Income Tax Return of the last 3 (three) financial years must be submitted along with the Bid documents.
3. The Bidder must have all statutory license / registration etc. where ever applicable for this kind of business.
4. The financial net worth of the bidder as per latest audited annual report shall be positive.

#### 5. INSTRUCTIONS FOR SUBMISSION OF BIDS

##### 5.1 SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks





a)	Bid type	<b>Single stage Two bid</b>
b)	Bid Documents Issue Period	<b>From 15:00 Hrs on dt. 31.08.2023 up to 15:00 Hrs on dt. 14.09.2023</b>
c)	Last Date and time for submission of Bids (DUE DATE)	<b>Up to 15:00 Hrs on dt. 14.09.2023</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: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>15:00 Hrs on dt. 15.09.2023</b>
f)	Contact Person with details for any clarifications	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 Email- <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <a href="mailto:-contract@assampetrochemicals.co.in">-contract@assampetrochemicals.co.in</a> And <b>R.K.P Singh</b> <b>Sr. Manager (Admin)</b> Mob. No. +91-9365486275 Email- <a href="mailto:singh.rk@assampetrochemicals.co.in">singh.rk@assampetrochemicals.co.in</a>
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	Rs. 14,400.00 (Rupees Fourteen Thousand Four Hundred) only
i)	Tender Processing Fees	Rs. 140.00 (Rupees One hundred and forty) only
i)	Bid Submission	<b>Online in e-tendering portal</b> <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
j)	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>

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

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

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

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

**Note: Price Bid or Price related information should not be submitted along with documents submitted in hard copy. If submitted, the Bid will be rejected.**

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

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

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

## **6. INSTRUCTION TO BIDDER:**

**6.1. Rates quoted should be inclusive of all taxes and duties but exclusive GST.**

**6.2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is per ANNEXURE-II**

**6.3. EARNEST MONEY DEPOSIT:** The bidder has to deposit a sum of **Rs. 14,400.00 (Rupees. Fourteen thousand and four hundred)** only in online mode only by Netbanking/ RTGS/ NEFT or Bank guarantee in favour of ASSAM PETROCHEMICALS LTD. payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in Annexure-I. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT.

**6.4. MSME** valid certificate under category of similar works is considered for exemption of EMD.

**6.5.** The bidder shall be solely responsible for compliance of safety rules and regulation as per Factory Act as applicable.

**6.6.** Safety Appliances/ PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.

**6.7.** Any injuries or accidents to your team members shall be taken care by you at your own risk and cost and shall comply with all safety rules and regulations.



- 6.8. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids submitted after due date will be rejected.
- 6.9. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer-in-Charge.
- 6.10. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any kind due to variation or ignorance of site conditions and environment conditions will not be eligible in any circumstances.
- 6.11. Failure to furnish all the information required by the bidding documents or the submission of a bid not substantially responsive to the bidding document in every respect may result in the rejection of the bid.
- 6.12. **PERIOD OF CONTRACT:** The period of contract shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of APL Namrup.
- 6.13. **MOBILIZATION ADVANCE:** There will be no mobilization advance
- 6.14. **INSOLVENCY OR INHABILITY TO PERFORM THE CONTRACT SATISFACTORILY:**  
If the contractor is unable to complete the work or any portion thereof, as agreed upon or neglects to abide by any direction gives to him by the company in any respect the company shall have to the power to declare the contract to an end. Moreover, the company reserves the right impose up to 20% penalty for his negligence of work, from the total value of that particular month. The contractor shall be liable for any expenses, loss or damage causes by his employees, the whole amount will be recovered from his bill value.
- 6.15. **BID VALIDITY:** Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.
- 6.16. **REFUND OF SECURITY DEPOSIT:**  
On satisfactory performance and completion of the contract in all respects, the security deposit will be returned to the contractor without any interest on presentation of an absolute "NO DEMAND CERTIFICATE" from the welfare section
- 6.17. **FORCE MAJEURE:**
- i. Neither the contractor nor the company shall be considered in default of its obligation hereunder, if such performance is prevented or delayed of war, hostilities, revolution, flood, earthquake. Civil commotion or because of any



law and order proclamation or ordinance of the Govt. Or of any other cause beyond the reasonable control of the party effected.

- ii. Should one or both parties be prevented for fulfilling contractual obligation by a state or force lasting continuously for a period of six months the two parties shall consult together regarding the future execution of the agreement.

**6.18. ASSIGNMENT OF SUB-LETTING OF CONTRACT:**

The contractor shall not assign or sublet the contractor or any part thereof, or allow any person interested there in any manner, whatsoever, without the special permission of the company in writing. Any breach of his condition, shall be entitled to take such steps as may be necessary and terminate the contract and also for rendering the contractor shall be liable for payment to the company in respect of any loss or damage arising or accruing from such cancellation.

**6.19. APPLICABILITY OF LAW AND JURISDICTION:** The contract shall be governed and interpreted in accordance with applicable laws of India as well as the state of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this contract will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.

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

**6.21.** For Clarification relating to bid/ Site visit the bidder may contact following:

<b>Contact Person</b>	<b>Nava Bikash Borah, DGM (C&amp;P)</b> <b>Mob: +91-9435139178</b> <b>Email id- <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a></b> <b>R.K.P Singh</b> <b>Sr. Manager (Admin)</b> <b>Mob. No. +91-9365486275</b> <b>Email- <a href="mailto:singh.rk@assampetrochemicals.co.in">singh.rk@assampetrochemicals.co.in</a></b>
<b>Address</b>	<b>Assam Petro-Chemicals Limited</b> <b>P.O. Parbatpur, Dist-Dibrugarh(Assam), PIN-786623</b>

**7. INCOME TAX AND GST**



- 7.1. Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.
- 7.2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)
- 7.3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.
- 7.4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
- 7.5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.
- 7.6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
- 7.7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
- 7.8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
- 7.9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
- 7.10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

## **8. TERMS OF PAYMENT:**

- (a) The contractor has to submit his/ her monthly bill (in triplicate) in detail for each month within the first week of the next month along with proof of deliveries. For e.g. the



monthly bill for the month of April should be submitted within the first week of May. The bill will be verified by the Officer-in-Charge. GST return to be submitted by the contractor quarterly/half yearly as per the provision.

(b) Contractor/vendor shall be required to issue tax invoices in accordance with GST rules so that input credit can be availed by OWNER/APL in the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under GST act. Read with GST invoice Rules there under OWNER shall not be liable to make payment against the invoice.

(c) GST shall be paid against receipt of tax invoice and proper payment of GST to the Government of India. In case of non receipt of tax invoice for nonpayment of GST by the contractor/vendor, OWNER/APL shall withhold the payment of GST.

(d) Notwithstanding anything contained anywhere in the Agreement in the event the input tax credit of GST changed by the Contractor/Vendor is denied by the tax authorities to OWNER/APL due to reasons attributable to contractor/vendor OWNER/APL shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice or from Bank Guarantee/Security deposit. In addition to the amount of GST, OWNER/APL shall also be entitled to recover interest at the rate of 24% as penalty. In case any penalty is imposed by the Tax authorities on OWNER/APL.

(e) If CPBG/Security Deposit as per Clause No. 9 is not submitted, an amount equivalent to 10% of every monthly bill will be deducted as Security deposit which will be released on completion of the Job contract.

(f) Payment of R/A or final bill shall be made within thirty days from the date of receipt of the certified bill with necessary documents by the disbursement section of the owner.

(g) Wherever possible, payment shall be tendered to the contractor in electronic (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of the Bank account in the Tax Invoice to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

## **9. CONTRACT PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT:**

The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, Security Deposit equal to 10% of the total accepted tender value for proper fulfilment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-I** of this document

- a) On submission of Contract Performance Bank Guarantee (CPBG) by the successful bidder, EMD amount will be refunded after receipt of confirmation of CPBG from the issuing bank. The CPBG will be returned to the successful bidder after completion of work certificate by Officer-in-Charge, if there are no dues to be recovered by APL.
- b) The security deposit amount if deducted along with EMD amount shall be refunded after completion of contract period certificate by Officer-in-Charge after deductions if any due to APL. The security deposit shall not bear any interest.



## 10. REQUIREMENTS FOR E-TENDERING

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// \[assamtenders.gov.in/nicgep/app\]\(https://assamtenders.gov.in/nicgep/app\)](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.

#### **11. BID REJECTION CRITERIA:**

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

- a) Non-Submission of EMD along with the Bid if applicable
- b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- c) Non-Submission of Important Bid Documents as mentioned.
- d) Not-Meeting pre-qualification criteria

#### **12. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:**

- a) **EMD** of required amount/**MSME** Certificate.
- b) Work orders & completion certificates to comply the Bidder's qualification criteria.
- c) Copy of **PAN** card, **GST** registration, **EPF** registration No
- d) Cancelled Bank Cheque

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

- a) At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- b) The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- c) Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

#### **14. TECHNO-COMMERCIAL EXAMINATION OF BIDS:**



- a) APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
- b) APL will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.
- c) The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.
- d) Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
- e) Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / WO will be issued to them.

**16. REBATE:**

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

**17. CLIENT'S RIGHT TO ACCEPT/REJECT BIDS:**

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

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

**18. ORDER OF PRECEDENCE:**

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

- a) Corrigendum, if any
- b) Special Conditions of Contract
- c) Instruction to Bidders
- d) General Conditions of contract

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

(On non-judicial stamp paper of appropriate value)

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

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of \_\_\_\_\_
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to



enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-à-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

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

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

IN WITNESS Where of \_\_\_\_\_ Bank, has executed this document at



\_\_\_\_\_ on \_\_\_\_\_ Bank

(by its constituted attorney)

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

**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

DESIGNATION:

PLACE:

DATE:

WITNESS:



**ANNEXURE-III**

**INTEGRITY PACT**

**BETWEEN**

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

**AND**

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

**Preamble**

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

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

**Section 1 -Commitments of the Principal**

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

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

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

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

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

- a) The Bidder / Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the





execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder / Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder / Bidder will not commit any offence under the IPC / PC Act; further the Bidder / Contactor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship
- d) The Bidder / Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

- (1) If the Bidder / Bidder have 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 Sub bidders / 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-IV**  
**SCHEDULE OF RATES**

SL NO	SCHEDULE PLACES	GSM/ WEIGHT	UNIT	QUANTITY	RATE
1	Guwahati, Dibrugarh, Duliajan, Jorhat, Bongaigaon, Digboi, Tinsukia etc.	01 to 100 GM	Nos	80	Quoted
		101 to 250 GM	Nos	80	Quoted
		251 to 500 GM	Nos	80	Quoted
		Additional (01 to 500 GM)	Nos	120	Quoted
2	Agartala, Manipur, Silchar and Shillong	01 to 100 GM	Nos	30	Quoted
		101 to 250 GM	Nos	30	Quoted
		251 to 500 GM	Nos	30	Quoted
		Additional (01 to 500 GM)	Nos	30	Quoted
3	Rest of India	01 to 100 GM	Nos	60	Quoted
		101 to 250 GM	Nos	60	Quoted
		251 to 500 GM	Nos	60	Quoted
		Additional (01 to 500 GM)	Nos	100	Quoted
4	Freight Charges (To & Fro from Office of Bidder to APL Site Office, Namrup)	-	LS	1	Quoted

**N.B Freight Charge will be extra and will be charged in the monthly bill.**

**NOTES:****1. Applicable rate of GST to be mentioned by the Bidders****a. IGST \_\_\_\_\_%****b. CGST \_\_\_\_\_%****c. SGST \_\_\_\_\_%****2. Bidder has to submit the above SOR along with Un-Priced Bid specifying in the Rate & Amount column as “QUOTED”. No Price related information is to be submitted in Un-Priced Bid.**

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

I. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.

II. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.

III. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.



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1. BIODATA FORMAT
2. FINANCIAL STATUS QUESTIONNAIRE
3. UNDERTAKING
4. CHECKLIST

Note: 1. **All proposal exhibits must be duly filled & signed by the contractor without exception in token of acceptance and must bear his seal. Separate pages may be appended if necessary and should be documented / listed in the enclosed proposal exhibits. Necessary testimonials and documents in support of the proposal exhibits should be enclosed wherever necessary.**



**PROPOSAL EXHIBITS NO. 1**

**BIO DATA FORMAT**

**(Of Bidders for Communication)**

- A. **NAME OF BIDDER :**
- B. **ADDRESS OF THE BIDDER :**
- C. **CONTACT PERSON :**  
**(With e-mail ID and mobile No)**
- D. **GST Number:**
- E. **PAN NO:**
- F. **EPFO NO:**
- G. **Bank Details:**
- i. Name of the Bank :
  - ii. Branch :
  - iii. IFSC code :

\_\_\_\_\_  
SEAL OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

**Note:** Enclose copies of PAN, GST registration, and work completion certificate with amount, to support financial qualification criteria. The bidder shall submit following in support:

**(a) Copies of PAN, GST registration.**

**(b) Cancelled Cheque**

**All the documents shall be signed with date and shall bear the seal of the bidder.**



**PROPOSAL EXHIBITS NO. 2****FINANCIAL STATUS QUESTIONNAIRE**

## A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of Similar Nature
2022-2023		
2021-2022		
2020-2021		

B. PAN Number:

C. GST Registration No:

D. EPF Registration No:

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SEAL OF TENDERER

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SIGNATURE OF TENDERER

**Note: Enclose copies of audited balance sheet and profit & loss a/c for the last three financial years. Enclose copies of certificates of registration with Service Tax, EPF, VAT & Income Tax authorities. Also enclose copies of I/Tax returns.**



**PROPOSAL EXHIBITS NO. 3**

**UNDERTAKING**

**(IN LETTER HEAD)**

**Tender Title: APL'S COURIER SERVICES CONTRACT**

**Tender No: APL/C&P/Admin/2023-24/159**

1. We solemnly declare that we have never initiated or filed any case/ litigation for any reason against M/s Assam Petro-Chemicals Limited/ Management/ Officials and if so we would be barred from participating in the tender process of the company.

2. We understand that we are fully responsible for the contents of this undertaking and its truthfulness.

3. The above statements have been made by us voluntarily which are true to the best of knowledge and belief.

We hereby put our signature with full sound mind and without any force or coercion upon us on the date month and year mentioned herein before.

**Place:**

**[Signature of Authorized Signatory of Bidder]**

**Date:**

**Name:**

**Designation:**

**Seal:**

**PROPOSAL EXHIBITS NO. 4****CHECKLIST of Documents required to be submitted with Technical (Un-priced) Bid**

Please tick (√) in the CHECK BOX

Sl. No.	Description	CHECK BOX
1.	Signed Tender Documents	
2.	EMD of required amount / MSME certificate	
3.	Work orders & completion certificates to comply the Bidder's qualification criteria.	
4.	Copy of PAN card, GST registration, EPF registration	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR (Annexure – IV)	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2022-23, 2021-22 & 2020-21	
9.	Copies of Income Tax Return for FY 2022-23, 2021-22 & 2020-21	

\_\_\_\_\_  
SEAL OF BIDDER\_\_\_\_\_  
SIGNATURE OF BIDDER