



**ASSAM PETRO-CHEMICALS LIMITED**  
**NAMRUP**

**Limited Open Tender Document**

**For**

**“HIRING 30 DEDICATED TANKERS FOR TRANSPORTATION  
OF METHANOL WITH BACK-LOAD PROVISION FOR AN  
INITIAL PERIOD OF 03 MONTHS”**

**Tender No. APL/MKTG/C&P/2025-26/01**

# ASSAM PETRO-CHEMICALS LIMITED

Contracts & Purchase Department  
P.O. Parbatpur, Namrup – 786623 (Assam)

Ref. No. APL/MKTG/TRPTN/TANKER/DEDICATED/HIRE/2025-26

Dated: 02.12.2025

## NOTICE INVITING TENDER

Assam Petrochemicals Limited (APL) invites limited tender from transporters who have a proven track record, necessary fleet capacity and compliance with statutory requirements for the under mentioned job in **Single stage Two bid system**.

Name of Work	Earnest Money	Tender Processing Fees
“HIRING 30 DEDICATED TANKERS FOR TRANSPORTATION OF METHANOL WITH BACK-LOAD PROVISION FOR AN INITIAL PERIOD OF 03 MONTHS”	Rs. 30,000	Rs. 300/-

**BID DOCUMENT ISSUE PERIOD**

From 17:00Hrs on dt.**02.12.2025** up to 15:00 Hrs on dt.**10.12.2025**

**LAST DATE OF BID SUBMISSION**

Up to 15:00 Hrs on dt.**10.12.2025**

**BID OPENING DATE**

At 15:00 Hrs on dt.**11.12.2025**

**BID SUBMISSION**

07 days from the date of tender publication. In e-tendering portal <https://assamtenders.gov.in/nicgep/app>

**AVAILABILITY OF TENDER DOCUMENTS**

1. <https://assamtenders.gov.in/nicgep/app>
2. [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)

Sd/-  
Managing Director

## 1. INTRODUCTION

- 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. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formaldehyde 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 Petrochemicals Complex in the region.

## 2. GENERAL FEATURES AND SCOPE OF THE WORK:

- i) Road transportation of bulk Methanol from Namrup to various destinations within the country and backload of Formalin to be delivered to customers located in Bihar, North Bengal, Malda, Raiganj/Kaliyaganj and South Bengal & return to Namrup through Truck mounted SS Tankers on dedicated basis of capacity of minimum 40 KL Net. The entire operation shall be conducted in three different scenarios.
  1. **Round-Trip Cycle (Continuous Rotation System):** Transporter shall maintain a **continuous cycle of round trips** from **Original Terminal** (Namrup) by carrying Methanol to multiple delivery points and return of empty tankers to **Original Terminal** (Namrup) ensuring minimum turnaround time. Variable charges per MT shall be paid to the transporter against submission of GR/LR.
  2. **Single-Point Return Load Scope (Different Material on Return Trip):** Transporter shall deliver Methanol from **Original Terminal** (Namrup) to a destination specified by the company (APL) and then carry Formalin as **return load** from the same specified destination to be delivered to company's customers located in areas as defined **SOR-II**. The tankers must return to the **Original Terminal** (Namrup) after unloading Formalin at the specified locations ensuring immediate readiness for next cycle. Single Variable Charge per MT shall be paid to the transporter for the entire round trip (**Original Terminal to Original Terminal**) against submission of GR/LR.
  3. **Multi-Point Return Load Scope (Different Material on Return Trip):** Transporter shall deliver Methanol from **Original Terminal** (Namrup) to various destinations as per company's (APL) requirement and then carry Formalin as **return load** from multiple locations as defined in **SOR-III** to be delivered to company's customers located in areas as defined **SOR-III**. The tankers must return to the Original Terminal (Namrup) after unloading Formalin at the specified locations ensuring immediate readiness for next cycle. Single Variable Charge per MT shall be paid to the transporter for the entire round trip (**Original Terminal to Original Terminal**) against submission of GR/LR.
- ii) Anticipated volume to be moved per month from APL Namrup: 90 MT per tanker per Month (approx. 3.0 trips per months)
- iii) Fixed Charges per Tanker per Month @ Rs. 1,02,600/- shall be paid to the transporters irrespective of no. of trips made per month.

iii) **Estimated tank truck requirement:**

Sr. No.	Description	TT requirement	
		Methanol	Formalin
1.	Carrying Capacity of Tank truck of 40 KL (net)		
			30

iv) **Earnest Money Deposit (EMD):**

Sr. No.	Category	Amount
1	General	30000
2	MSE/ Start up	Exempted

v) **Contract Performance Bank Guarantee (CPBG) per tanker: Rs. 1,46,880/-**

The selected bidders will have to deposit an interest free Security Deposit (CPBG) Per Tanker of **Rs. 1,46,880/- (Rupees one lacs forty six thousand eight hundred eighty) 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 contract. APL reserves its right to adjust any due(s) to it from this amount at the time of termination. However, if the termination of the transporter is on account of proven adulteration / malpractice / negligence & violation of terms & conditions, the said security deposit will be forfeited. If the CPBG is exhausted, it must be replenished within a period of 30 days.

**1. DESCRIPTION OF WORK:**

1.1. The Transporter shall agree and undertake to carry out the service by deploying the required no. of Truck mounted SS tanker (TT). Age/ Model of Tank Truck (as reckoned from the date of manufacture in RTO Registration) offered should be below 10 years or higher model as on the closing date of the tender. During contract period, TT attaining 15 years of age shall be removed from the contract and transporter can replace the said TT with higher model of same capacity only.

1.2. All work performed by the Transporter shall be continuous, on day-to-day basis.

1.3. Transporter shall provide the service with TT(s) and shall be responsible for all actions necessary for day-to-day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Transporter shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this Agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

1.4. The rates accepted by the Transporter are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her driver(s), crew and other staff as per the provisions of The Motor tanker(s) Act, 1988 and other Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

1.5. The Transporter undertakes to place the TT(s) within the due date of placement after mobilization notice served to them. Otherwise, penalty will be levied to the transporter for late placement of TT(s) at the rate of non-availability/ shut down of TT(s) as per the penalty clause. Bidder has to provide their email id and mobile numbers for correspondence.

1.6. Tanker Capacity: The tanker deployed shall not be having net capacity of less than 40 KL.

The TT will be used for transportation of Methanol from APL Namrup Factory/ Plant, and backload of Formalin to North Bengal, South Bengal, Bihar, Malda, Raiganj/Kaliyaganj. The base station of the TT(s) will be considered as APL, Namrup, P.O. Parbatpur, Dist Dibrugarh, Assam.

1.7 If there is a mechanical breakdown exceeding 3 days at a stretch, the transporter shall either replace the TT with another one till the maintenance is completed and TT is ready for use or the fixed rate shall be deducted for the absentee period on pro rata basis as penalty.

**2. COMMENCEMENT DURATION AND MOBILISATION:**

2.1. Transporter shall place the required quantity of TT(s) as instructed by the company **within 10 days** from the date of issuance of Work Order. Failing to comply with the subsequent mobilization, penalty of Rs. 2500/- per day per tanker shall be imposed on the transporter.

2.2. Before commencement of work the transporter must submit to Company full particulars of drivers and other work persons involved along with their Police Verification Certificates, valid licenses for the drivers. The company will facilitate arranging necessary permits/ passes for the drivers and other personnel to enable to enter into the Company's protected

area. In case of change in manpower, the updated particulars of the man power along with their PCC and Driving License has to be submitted to the Company.

2.3. The transporter is deemed to be fully conversant with the current rules and regulations from the Govt. authority regarding handling and transportation of Methanol/Formalin products and shall declare in writing to this effect.

2.4. All TT(s) for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid Box in the driver's cabin with all requisite items must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.

2.5. All the TT(s) must have valid documents but not limited to ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, EXPLOSIVE LICENCE issued by the Govt. authority. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner, Transporter's name and address with telephone number(s) shall be inscribed on the right side of the TT(s).

2.6 Security locking system: The TT(s) must be provided with the security locks in the delivery valves as well as in the top dome covers. The security locks have the unique feature of master key maintained with the supply locations and dealer specific keys at the receiving ends. Scope of inspection includes ensuring that the security locking system is not tampered with and all the empty and loaded trucks reach / leave the premises with the locking system intact in the tank lorry as per the security locking manual.

### **3. MANNER OF CONDUCTING WORK:**

3.1. The Transporter shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

### **4. OBLIGATIONS OF THE TRANSPORTER:**

4.1. The Transporter shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

4.2. The Transporter shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of TT(s) or operations of the services envisaged under this Agreement including liability under the Statutory Act or any other liability as may arise due to operation of this Agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Transporter only and shall be his/ her sole responsibility. Be it stated particularly that the Transporter hereby undertakes to fully implement entirely at his/ her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this Agreement in the area of operations of the Company.

4.3. The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/ workmen employed by the Transporter for the services rendered under this Agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/ workmen employed by the Transporter will be solely against the Transporter and not against the Company. Any demand by the employees deployed by the Transporter against the services envisaged under this Agreement shall have to be settled and satisfied by the Transporter solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4. The Company shall neither entertain any demands from the employees of the Transporter nor deal directly or indirectly with any recognized or un-recognized unions of such employees. It shall be primary and sole responsibility of the Transporter to deal, interact and settle any demands or disputes of his/ her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5. In case the TT(s) is not available for duty due to driver's / crew's strike, the TT will be treated as shut- down for the period of strike. The same to be addressed and handled by the transporter itself.

4.6. In case of any disruption/ interruption in the services of Methanol/ Formalin transportation due to any action by any transporter(s) or his/ their TT(s) crews or by both, the contract(s) of the concerned transporter(s) shall be terminated as per the discretion of the company.

4.7. In case of accident of TT, the transporter or his representative shall lodge FIR with the nearest Police Station immediately and inform the company in writing about the accident as soon as possible but not later than 24 hours. The transporter shall arrange for guarding the vehicle as well as the product. If there is any spillage of Methanol/Formalin at the site of the accident, the transporter shall take immediate action towards collection and transportation of the spilled product to the respective Unloading Station and arrange for proper cleaning of the site for environment protection at their own cost. The cost of Methanol/Formalin lost due to leakage or accident, or any reason will be recovered from the transporter.

4.8. If transportation service of any TT is stopped due to any Local Environmental Problem, the transporter will have to take necessary action immediately to solve the problem vis-a-vis for restoration of the service and lodge FIR in the nearest Police Station of the incident.

4.9. The Transporter shall ensure that the TT(s) deployed under this service Agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company Engineer/Officer In-Charge shall be deducted from the Transporters outstanding bills. The Company's decision in this regard shall be final.

4.10. The Transporter should ensure that the Driver(s)/ Crew(s)/ Helper(s)/ Attendants (as applicable) are available whenever callout notice is given within mobilization period, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/ crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s) shall be treated as breach of contract, in which case the penalty shall be deducted from the Transporter.

4.11. The transporter will ensure good conduct of their tanker crews, while on duty. The transporter will be held fully responsible for any unruly behaviour of tanker crews, or any mishap created by tanker crews. Company reserves the right to ask the transporter to remove any unruly tanker crew and, in such event, transporter shall remove the crew immediately from the service and arrange suitable replacement in terms of the contract without any disruption of the service.

4.12. The Transporter shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Officer In Charge. The transporter shall abide by the Company Engineer instructions and adhere to the mobilization notice within mobilization period and ensure continuous uninterrupted service of delivery of Methanol/Formalin as per the requirement of APL.

4.13. Transporters will be required to arrange entry passes for the drivers/ helpers/ crew(s)/ employed by him and for himself for entering into APL Operational Areas.

4.14. The transporter shall ensure use of Safety shoes, Safety hand gloves, Safety helmets and uniforms by the tanker crews while on duty. These safety items and the uniform for the tanker crews shall be provided by the transporter. In the event of non-compliance of the clause by any transporter, the company may initiate action as per terms and condition of the contract. Transporter should submit compliance report in support of providing PPE to his/ her crew at the time of placement of tanker.

4.15. The tenderers shall fill the details of ownership of TTs, Age of TT, RTO Registration and CCOE License. There will be no verification of these documents at the time of tender evaluation. The parties will be selected on the basis of information submitted by them in the tender document. RTO registration and CCOE licence will be verified by APL Office before issuance of LOI. Please note that in case, it is found that the information submitted in the tender document is not correct, suitable action as deemed fit including forfeiture of EMD shall be taken. Hence, bidders are advised to submit correct information in the tender document.

## **5. PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORTER:**

5.1. While on duty, the transporter shall instruct his/her driver suitably to ensure that the speed limits as enforced are necessarily observed during driving. Any breach of law due to violation of the speed limits shall have to be redressed by the Transporter entirely at his/ her own cost.

5.2. The tanker(s) to be engaged for this service must conform to the specifications described in the Contract Agreement.

5.3. The Transporter must ensure timely renewals of all licenses and permits within the due dates.

5.4. The Transporter shall provide at his/ her own cost the accommodation/ housing for his/her employees, sheds for repairing and servicing of tanker(s) (wherever applicable) in and around the base station.

5.5. The tanker(s) must be maintained in first class roadworthy condition along with uniform standards of safety as initially provided for at the time of acceptance of the tanker(s) on the date of placement.

5.6. All employees of the Transporter who are deployed under this service Agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable / doubtful proposition from security considerations must be immediately replaced by the Transporter.

5.7. The Transporter shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in-charge of the Transporter's organization to carry out its obligations including preparation of bills, receipts of cheques etc.

5.10. The transporter will be responsible for supervision of the entire job from reporting at Unloading and Loading Point and for transportation of Methanol/Formalin from loading point to the unloading point during the tenure of the contract. Monthly payments shall accordingly be regulated.

### **5.11 Other formalities**

5.11.1 Carrier shall engage TT driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.

5.11.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.

5.11.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.

## **6. RIGHTS OF COMPANY ENGINEER/OFFICER IN-CHARGE:**

6.1. The Company Engineer/Officer in-Charge shall upon initial placement of tanker(s) duly check the all the relevant documentation before accepting it for the services under this Agreement. Such inspection/ test shall be carried out entirely at the Transporter's risk and cost. Any tanker(s) found deficient in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer/Officer In-charge.

6.2. The Transporter shall at all-time obey the instructions of the Company Engineer/Officer In-Charge and ensure compliance of the above-mentioned orders and instructions.

## **7. TANKER AVAILABILITY:**

7.1. The transporters must place the tankers within immediate intimation failing which a penalty of Rs. 2500/- per day per tanker shall be imposed on the transporter.

7.2. In case the tanker/s offered by the bidder during the validity of the contract are withdrawn without the consent of APL, Security deposit per each tanker withdrawn will be liable to be forfeited.

## **8. PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF METHANOL/FORMALIN:**

- 8.1. The transporter/ his representative are to collect slip from the Marketing Department/APL representative without which they will not be allowed to load Methanol/Formalin in the tankers from the loading points.
- 8.2. The transporter/ his representative/ driver will check and verify the quantity and quantum of Methanol/Formalin loaded to their tanker by the Company's personnel at loading point.
- 8.3. The transporter will ensure proper safety of loaded tanker from the hazards of fire. No Methanol/Formalin should leak from the body of the tanker or drained off in any manner after sealing off the outlet points.
- 8.4. On taking delivery from the APL's representative, transporter must ensure that the seals at the outlet of each chamber and the top cover on top of each chamber are intact till the Methanol/Formalin is delivered at the unloading points.
- 8.5. The transporter must ensure that no loss of Methanol/Formalin occurs during transportation. If any loss occurred during transportation, the cost of loss will be recovered from the outstanding invoice of transporter as per the penalty clause.
- 8.6. The seals fixed at the outlet of each chamber and top cover of each chamber of the tanker must not be tampered. APL/ customer representative at the unloading points will check and verify the seals before unloading the Methanol/Formalin. In case of any doubt about the seals or in case of late arrival of loaded tankers at the respective unloading stations, the Company will have the right to carry out thorough investigation including testing of Methanol/Formalin samples from such tankers and take necessary action as deemed fit.
- 8.7. There shall be no extra unloading arrangement in the tankers other than the outlet at the manifold of the chambers.
- 8.9. The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.
- 8.10. On completion of delivery, the transporter is to obtain signature of the APL's/ customer's representative on delivery challans in token of delivering the right quality & quantity of the Methanol/Formalin at the unloading points. The receipted invoice copy, Consignment Note is to be submitted along with their monthly bill.
- 8.11. In case of any discrepancy/ dispute in quantity and any quality of the Methanol/Formalin on arrival at the unloading point, the decision of the Company shall be final and binding on the transporter.
- 8.12. The transporter must ensure that the quantity and quality of the transported Methanol/Formalin shall remain intact till the Methanol/Formalin is delivered at the unloading point. Any shortfall &/ or deterioration of the quality of Methanol/Formalin shall be transporter's responsibility and shall be dealt as per the penalty clause.

## **9. TRAVEL TIME REQUIRED:**

- 9.1. Average vehicle speed has been considered as @ 40 Km/Hour. (Above travel time will be reviewed time-to-time depending on the road conditions and other factors). Normal standard practice will be considered as 40 Km/Hour speed, the maximum duration will not be more than considering the above speed for a complete round trip (Base Station to Unloading station to Base Station including Loading & Unloading Time) which will be considered as benchmark for all evaluation.
- 9.2. Tanker should reach the unloading station from leaving the loading station considering 40 km/ hr average speed.
- 9.3. In case of breakdown/ malfunction/ incident, company shall be intimated within 30 min of occurrence of such event. However, in case the breakdown/ malfunctioning in a tanker persist for more than 3 instances in a single month the tanker has to be replaced within 15 days. Therefore, service provider is requested to maintain the tankers health in good condition.
- 9.5. In case of shutdown/ breakdown of tanker Transporter must ensure to bring the entire quantity of Methanol/Formalin from such tanker to the destination/ base station or as instructed by the company.
- 9.7. During any unforeseen bandh, strikes etc., the Transporter will take all necessary steps as advised by the APL to facilitate uninterrupted operations.

## **10. ACTS OF MALPRACTICES:**

- 10.1. The following acts will be construed as a malpractice:
  - 10.1.1. Tampering with fittings/ fixtures for security sealing of tanker, calibration of TT, Registration numbers of TT, security locks and security locking systems.
  - 10.1.2. Forging of any document(s) during tenure of the contract.
  - 10.1.3. Pilferage/ short receipt of product.
  - 10.1.4. Not lodging FIR with the Police in case of accident, not informing APL about the accident.
- 10.2. Penal action for Acts of Malpractices mentioned against item nos. 10.1.1, 10.1.2, 10.1.3 & 10.1.4 above: - The transporter shall take all necessary preventive precaution against the malpractices referred hereinabove and shall be solely responsible for such malpractices. - tanker(s) caught/reported for having indulged in malpractices, shall be immediately suspended by the company. However, an investigation will be conducted as per laid down procedure of the company. - On investigation, if the alleged malpractice(s) is established, the contract shall be terminated with 15 days prior notice to the transporter. - Further, the owner of the tanker involved in the malpractices shall be debarred for a period up to 03 years from participating in any future tender and/or

entering into any business relation with the company. Besides, particular tanker(s) along with the tanker crew will be debarred from future deployment against any tender/contract in the company.

10.3. Refusal to carry loads allocated by the location.

## **11. PENALTY:**

In case of noncompliance of the standards of the services as per this agreement by the service provider, the Company would be at liberty to impose penalty as per the conditions detailed out below on the service provider:

- (A) Transporter must place tankers at APL, Namrup within the mobilization period. Penalty @ Rs. 2500/- per Non-insulated SS Truck mounted Tanker/day will be charged if the transporter fails to place tankers within the stipulated time. Any loss incurred in this respect shall be debited in to transporter's account. In such cases, the Company will have the right to get the job done by other transporter at the full cost and risk of the transporter and debit the entire cost of freight to the transporter. However, no intimation shall be provided.

### **1. DESIGN OF THE TANK LORRIES:**

- (A) Tank Lorries, placed for the carriage of the Company's products shall meet the design & fitness of vehicle as per standard laid down in Rule 63 – 73 of the Petroleum Rule 1976 as well as per Indian Motor Vehicle Act.
- (B) Calibration of tank Lorries: The transporter shall have his Tank Lorries calibrated by the department of the Legal Meteorology, Govt. of Assam and shall furnish a copy of valid calibration certificate to the Marketing Department of the Company. The Company has right to load the Tank Lorries in accordance with such calibration Certificate or in tonnage basis at the Company's own weigh bridge. The weight as recorded in the filling point and delivery point shall be taken as final weight of the material lifted and delivered respectively.

2. **EXPLOSIVE LICENCE:** The transporter shall have to ensure that his Tank Lorries has a valid Explosive Permit under Rule 75 of Petroleum rule, 1956.

3. **ROAD PERMIT AND VEHICLE FITNESS PERMIT:** The transporter must have valid license/Road permits of the Tank Lorries engaged for the job. The transporter shall have to ensure that drivers of the Tank Lorries have a valid professional up-to date driving license. The copy of the Road permits/vehicle fitness and driving license to be submitted to the Marketing Department of the company. Non compliance of the same, the transporter shall be liable for any incident/accident/damages that may occur.

4. **FITNESS OF TANK LORRIES:** The transporter shall ensure that the Tank Lorries are fitted with standard valves, pipes, flanges etc. and all such fittings are always in good working conditions. The transporter will operate the Tank Lorries for the Company's products as per the schedule given by the Company/department concerned for any destination outside N.E. Region. The vehicle has to be complied with all the safety norms and regulations as per the laid down procedure of Government as well as Transport Dept. & Authority. Non compliance of the same, the transporter shall be liable for any claim or penalty thereof.

5. **WASHING OF TANKERS:** Tankers must be washed and cleaned properly at a facility outside the company's premises and at the transporter's own responsibility & cost.

6. **TANKER TESTING CHARGES:** Tanker testing charges for Methanol Tanker is Rs. 700/- for each unsuccessful sample testing. The transporter must also submit genuine tanker washing certificate for each & every tanker.

7. (a) Material transported shall have to be duly received by the Authorized Representative of the transporter.  
(b) Normal carriage risk for delivery of the material to the consignee in good condition shall be of the transporter. The value of the material lost or contaminated with any other foreign materials in transit shall be realized fully from the Transporter. The Company reserves the right to impose any penalty/penal action against shortage/contamination/rejection under this contract upon the transporter.  
(c) The transporter agrees that the product carried from the Company shall be decanted by the customers if satisfied with the quality of the material. For that purpose, transporter shall allow testing of the product from the Tank Lorries by the customers and shall obey the decision of the customers as to the quality of the materials. Decision of the Company in this regard will be final.

8. Each loaded tanker will leave the factory only after proper sealing of the tanker by the Company. In case any seal is found broken during transit, the transporter will be held responsible and the customer shall be at liberty to check and recheck by taking weight and chemical tests and will have the right to detain the tankers for spot verification by the transporter. In such disputes, decision of the Company will be final.

### **9. COLLECTION OF SAMPLE:**

Transporter must collect one sample bottle properly sealed and signed by the authorized representative of the Company (APL) & the same shall be handed over to the consignee for testing purpose.

### **10. GLOBAL POSITIONING SYSTEM (GPS) & DIGITAL LOCK:**



All the Tank Lorries are to be made GPS enabled and IDs & Password are to be intimated to the Company. From loading to delivery of the consignment, the same Password to be maintained for tracking the Lorries if the Company feels or any need arises whatsoever. Transporters at their own scope must provide digital lock to be fitted with each & every tanker/consignment/load for added safety and to curb pilferage/theft of material during transit. The lock should be fitted in presence of officials of APL and unlocked at the presence of customer's representative only. If the lock is opened, damaged or changed during transit it will be treated as violation of the agreement and its cause must be shared with APL.

#### **11. LOSS OF GOODS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT/HIJACKING / MISSING ETC. IN TRANSIT**

For loss of goods in transit due to Accident/ Theft etc. the Transporter will initiate action and it is in the interest of the Transporter to familiarize himself with all procedures etc of Insurance company & APL prior to the commencement of this agreement. Transporter will be responsible for providing road-worthy truck to salvage the product from the accidental truck /site at its own cost. It will be the responsibility of the Transporter to prove that the loss is due to an accident / theft / hijack/ missing truck, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation report, photo graph of the incident and spot survey by the authorized surveyor of nominated insurance company.

a) The Entire value of loss of goods (Invoice Value including of all duties, taxes and freight) will be recovered initially from the Transporter pending bills payment. However, on settlement of the insurance claim, the recovered amount other than standard penalty will be reimbursed to the Transporter. Any difference between the value of the claim and the claim settled by insurance company will be recovered from the Transporter.

b) The Transporter shall send the intimation of the accident and loss in transit by fax/ email to the Engineer-in-charge at Namrup and a copy to the destination office. APL Marketing Department should be intimated immediately but not later than seven days from the date of accident. If such intimation is not received within above period, or within 7 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of full value of the losses as mentioned above. However, the Transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the APL, which shall be binding, on the Transporter. However APL shall levy a standard penalty of Rs.100,000/- for all such cases reported as mentioned above. That standard penalty shall be non-refundable.

#### **12. NON DELIVERY / SHORTAGE OF TANKER LOAD:**

In case of non- delivery of the material due to any reason not attributable to APL, APL shall recover 1.5 times the invoice value of the non-delivered tanker load. Value of tanker load will be computed on the basis of total invoice value (price+duties, taxes and freight etc.) where transporter does not file any FIR. If the FIR is filed than APL shall first recover full amount from the transporter and later as per Insurance settlement. For any short supply of the product to the customer, twice of the amount applicable against short supplied quantity shall be recovered from the Transporter. However, in order to accommodate the variation of weighing scale/bridge a maximum of +/- 50 kg in net weight shall be allowed as discrepancy.

#### **13. PRODUCT ADULTERATION:**

The Company shall take action as per law of the land in the matter of complaint of malpractice, adulteration of the product or for any attempt to defraud the Company or its customers by the transporter. The occurrence of such misdeed shall also lead to termination of contract and also blacklisting of the Tank Lorries by the Company/consignee.

#### **14. CONTAMINATION:**

In case of rejection of material by the customer on account of suspected contamination in transit, APL would recover the entire cost of the material plus 1.5 times of the Total Invoice Value (inclusive of all duties, freight & GST) from the Transporter. In the event of this happening twice during a year of the contract, APL has the option of suspending and blacklisting the truck/ Transporter. No transportation charges will be paid for the futile trip during which the product got contaminated and subsequent trip for transportation of the adulterated product to a location nominated by APL. In case the material is not rejected by the customer, then the Transporter will initiate action. It would be in the interest of the Transporter to familiarize himself with all the procedure etc. of the insurance company and APL prior to commencement of this agreement.

#### **15. FORCE MAJEURE CONDITIONS:**

The following factors shall constitute force majeure conditions in operation of this contract, act of God, lockdown, flood, war, riots, civil disobedience, bandh including rastaruko, severe weather condition, failure of loading unloading facilities/mechanism of the company, emergency plant breakdown, scheduled plant shut-down, shortage of raw material that could affect the normal production or any other act or cause which is not under the control of the Company etc.

#### **16. RETURN OF RECEIPTED TAX INVOICE:**

Transporter shall return the Tax Invoice copy duly receipted/signed and stamped by the consignee to the Marketing Department of the company within (seven) days from the date of delivery of products.

#### **17. OTHER TERMS & CONDITIONS**

- a) The Transporter shall not load any material other than APL's product issued from its plant / other loading points, as indicated in LR note and Invoice.
  - b) It is suggested that the driver of the truck may keep the destination/unloading points informed telephonically about its likely arrival date/time. The same shall be reviewed after completion of the initial tenure of contract.
  - c) The Transporter should ensure that the material is properly un-loaded in the receiving points.
  - d) It shall be the responsibility of the Transporter under such circumstances to ensure safe & timely delivery of material and any consequential losses / damages to the material arising out of it shall be borne by the Transporter.
  - e) Transporter shall facilitate random physical checks of exiting non-insulated SS truck mounted tanker as desired by APL Security at its costs.
  - f) It will be essential that the Transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with APL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the product at APL premises. Any loss of product issued on the basis of GR / LR signed by the authorized representative of the Transporter will be at the risk & cost of the Transporter only. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the Transporter from liability in respect of transportation of such products.
  - g) The Transporter will arrange to bring to use GR / LR's with pre-printed serial numbers only, which are exclusive for APL consignments. All other documents shall have to be furnished as per the APL's requirement – Goods Receipt (GR / LR) should be signed only by the authorized representative of the Transporter. The reverse of the GR / LR's shall be provided with the format of acknowledgement for receipt of the consignment by the consignee.
  - h) The Transporter shall give only clean & unconditional GR / LR's and remarks like "said to contain" or "at owners risk" will neither be valid nor accepted. Even if GR / LR's containing such remarks are issued, the terms & conditions of APL will prevail.
  - i) The Transporter shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract labour deployed by him for loading / unloading. The Transporter shall be solely responsible for non-compliance with any such statutory requirements. APL shall not have any liability on account of labour deployed by the Transporter /Transporter. Transporter will be responsible for providing adequate number of labours at each warehouse/ location for loading/unloading.
18. The transporter shall be bound to fulfil all the obligation of the company under the various labour Acts and Rules in force from time and maintain such records as are required under the respective law and submit them for scrutiny whenever required to do so to an officer of the Company. The Company shall be entitled to lodge and claims under the various labour Acts and Rules in force from time the security an amount retained by the Company and held up the payment due to the transporter till as the requirement of law are compiled. The transporter shall further indemnify the company against and claim arising out of this obligation to the workers.
  19. The transporter shall be liable for any act of omission or commission on his part or on the part of his representative/employees thereby causing any loss, damage or inconvenience to the Company.
  20. The Company also reserves the right to modify, amend of the terms and conditions hereof and also to make such addition in the AGREEMENT, as it deemed necessary for operation of this Contract.
  21. The contract shall be governed by and construed in accordance with the laws of India as well as the State of Assam and the courts at Dibrugarh / Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under or in connection with the Contract.
  22. Work shall be done strictly as per scope of work described above and payments shall be done as per rates given in the Schedule of rates attached herewith as Annexure. (Which is inclusive of other taxes but exclusive of GST).
  23. Transporter shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to specifications and the quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not.
  24. In the event of delay/ failure to execute the work within the stipulated time, APL reserves the right to get the job done by engaging any other agency at the risk and cost of the principal transporter and pay to the respective transporter agency directly against their bill in actual raised by them.
  25. Rates quoted by the transporter shall be firm for the entire period of contract and is valid even if the contract is split.
  26. **DUPLICATION OF CLAUSE:**  
Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to APL will be considered applicable at the time of any dispute.

## **27. NON-REPLACEMENT/WITHDRAWAL OF TANK TRUCKS**

- a) In case the transporter withdraws his TTs during the period of contract, for any reason a facilitation charge of Rs.50,000/- per TT plus applicable GST shall be imposed on the transporter.
- b) In case due to sudden reduction of APL business at a particular location APL at its discretion may foreclose the WO for some of the TTs for the balance period of contract and release them from the contract. For this purpose, the APL shall give equal opportunity to all the transporters without any facilitation charge. In case APL requires additional TTs in future, the same transporters will be given preference for induction of additional TTs for the same location in future.
- c) The above provision of Withdrawal of TT or Cancellation of WO of any TT will be applicable only after one year from the date of the work order.

## **28. CONTRACT PERIOD:**

- a. Successful tenderer subject to compliance of all or any other requirement shall be entrusted with transportation work only after signing Agreement and payment of Security Deposit.
- b. Unless otherwise specified or agreed to, the contract is awarded for 03 (three) months with option for extension by 03 (three) more months at the sole discretion of the APL at the same rates, terms and conditions.
- c. In case of exigency, Company would be entitled to utilise any Tank Truck attached to a particular loading location for bringing the petrochemical products (bridging) from another loading location to any unloading location. In such event, the rate as detailed in LOA/Work Order issued to the Transporter shall be applicable.
- d. APL shall have the right to assign the TTs under contract in any location, on any route, temporarily or permanently, and the decision of APL shall be final and binding on the tenderers / Transporters.

## **29. EXECUTION OF AGREEMENT AND ISSUANCE OF WORK ORDER:**

- a. Successful tender/s shall be required, before undertaking the contract, to execute the Agreement and furnish required Security Deposit within 15 days of the date of issue of the LOA.
- b. In case the Tenderer does not submit SD and execute agreement within 15 days from the date of LOA, the EMD shall be forfeited, and tenderer shall be put on holiday list for a period of 1 year. However, corporation reserves right to allow submission of SD and execution of agreement maximum up to 30 days from the date of LOA on submission of proper justification.
- c. In case Tenderer does not place the TT for loading within 10 days from the date of WO, penalty of Rs. 2500/- per day per tanker shall be imposed on the transporter
- d. In case successful tenderer fails to position entire fleet for loading as per LOA, the whole contract will be terminated and the tenderer will be placed on Holiday listing apart from forfeiture of SD.

## **30. PAYMENT TERMS:** The terms of payment shall be as below:

- a. 100% Payment of the bill shall be made within 30 days from the date of receipt of the certified bill/LR along with necessary documents by the Disbursement Section of the company.
- b. All Taxes & Duties will be paid extra as applicable.

## **31. SECURITY DEPOSIT (SD):**

- 1 Amount: Rs. 1,46,880/- per tanker
- 2 Any loss/claim and/or damage arising out of the performance of the contract would be adjustable against the SD. Security Deposit will be forfeited in case of transport contract termination/ blacklisting.
- 3 Security deposit would be refunded after expiry of six months of completion of the contract. Separate SDs are to be submitted for each contract with APL.

## **32. TERMINATION CLAUSE:**

- i) Prior to Company invoking any of its rights under clause (ii) and (iii) below, the PARTIES shall meet and discuss any outstanding of the other PARTY'S position. All efforts shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.
- ii) Owner may by written notice to Transporter, terminate Contract whenever Owner deems such termination to be in its best

interests. Upon such termination the provisions of clause (v) below shall be applicable.

- iii) If Transporter shall neglect to execute WORK with due diligence or expedition, or shall refuse or neglect to comply with any reasonable order given to it in writing by Owner in connection with WORK, or shall contravene any of the provisions of the Contract, Owner may give notice in writing to Transporter calling upon it to make good the failure, neglect or contravention complained of, within a period of 15 (fifteen) days. In Transporter's default of compliance with any such notice, Owner may without prejudice to its rights rescind or terminate Contract.
- iv) On termination by Owner under clause (iii) above, Owner may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or Firm/Company to execute the same. Owner has the right to giving notice in writing of its intention of doing so to Transporter.
- v) Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

### 33. JURISDICTION :

The Contract shall be governed by and construed in accordance with the laws of India as well as the State of Assam and the Courts at Dibrugarh / Guwahati, Assam shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract. In respect of all legal matters, the Court of Jurisdiction would be Dibrugarh / Guwahati.

## 1. PRE QUALIFICATION CRITERIA

Sr.	Description	Unit	Requirement
1	Minimum no. of TTs to be offered (All Owned)	Nos.	Minimum of at least 1 TT in name of Firm or Partner or Company or Proprietor. Tenderers must participate with ready built TT. Startup & MSE tenderers can also participate as per relaxed norms of tender documents. Bidder must upload / submit registration certificate of the truck mounted tankers and the same must be registered either in the name of Bidder, its Directors or Partners. In case of tankers hired/purchased from a third party logistics provider, an agreement between the bidder & the third party logistics provider quoting hiring/purchase of tankers on lease along with registration certificate of the truck mounted tankers must be submitted to APL.
2	Age/Model of TT	Years	Age/ Model of Tank Truck (as reckoned from the date of manufacture in RTO Registration) offered should be below 10 years or higher model as on the closing date of the tender. Bidder must upload / submit registration certificate of the truck mounted tankers
3	Valid RTO registration and PESO License for ready TTs offered		Legible Copies of registration certificate need to be submitted. TTs offered without documents shall not be considered for evaluation. PESO license along with PESO approved TT layout needs to be submitted.

Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.

APL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarifications.

**1.2 Experience:** Bidders shall have experience of having successfully carried out and completed similar work in India or Worldwide during the last ten (10) years satisfying any one of the below table:

\*Similar nature of work indicates transportation of goods like non-insulated SS Liquid Chemical like Methanol/ Formalin/ other petrochemical products/ other Petroleum products/ any other hazardous chemical in Truck mounted 'Tanker(s),

\*Bidder must submit/upload the Copy of Order/ LOA/ Contract/ Agreement along with its detail SOR items & scope of work which has been executed for similar nature of jobs in previous ten (10) years to be reckoned from the due date of Un-priced bid opening.

\*Copy of Completion Certificate or equivalent against the Order/ LOA/ Contract/Agreement submitted as

Financial Experience Criteria- Document <b>[All audited financial statements/documents {balance sheet and profit &amp; loss account statement under 1.2.1 (Not applicable for 'Startup' as mentioned in BQC clause no. 1.2.4), 1.2.2 &amp; 1.2.3 of above BQC} to be submitted / uploaded must be duly Certified by Chartered Accountant]</b>		
1.2.1	Annual-Turn-over	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2023-2024, 2022-2023 & 2021-2022.
1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2023-2024

mentioned at point above, must be submitted/uploaded. The Completion Certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of actual work completion etc. The Completion Certificate or equivalent should have been issued by the end- user/owner/authorized consultant.

Sr.	Category	Amount
1	General Tenderers	Rs. 30000
2	MSME tenderers / Startup	EMD exempted for MSE tenderers having valid registration certificate
Tenders to submit exemption document applicable for EMD as prescribed above		

	Average Annual Turnover (in Rs.)		4,40,640/-
	Minimum Qualifying Order Value (Rs. ) for a single tanker		
Category	Single Order Value	Double Order Value	Triple Order Value
General	11,75,040	7,34,400	5,87,520
MSE & Startup	N/A	N/A	N/A

**1.3 ANNUAL AVERAGE TURNOVER:** The **Average Annual Turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the three (03) previous audited financial years shall be as under:

**1.4 NET WORTH:**

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2023-24**

**1.5 RESERVATIONCRITERIA: NIL**

Sr. No.	Description	Total TTs
1	NIT Requirement	30

**1.6 EARNEST MONEY DEPOSIT (EMD):**

**1.6 POWER OF ATTORNEY:**

Authority of the person uploading the bids with his Digital Signature Certificate (DSC) shall be required to be submitted in the bids. Only one POA is allowed for a person. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given as follows:

Sr.	Type of Firm	Submission/POA for Bids
1	Proprietary Firm	Bids to be submitted by Sole Proprietor only
2	Company	Power of Attorney and certified copy of Board Resolution and authorizing the person submitting the bids on behalf of the Company
3	Partnership Firm/LLP	Power of Attorney along with Registered deed of Partnership along with Registration Certificate from Registrar of Firms/LLP agreement.
4	Co-operative society	Copy of the resolution passed as per Society Rules

An Individual/POA holder is not allowed to submit multiple bids in the tender (even with authorization/POA) with one DSC.

#### **1.7 MULTIPLE BIDS:**

A person shall be deemed to have submitted multiple bids in the tender, if he submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company). All such multiple bids shall be liable for rejection.

An affidavit to be submitted by the tenderer (as per the format in the tender) that no multiple bids have been submitted.

#### **1.8 PRICE BID-EVALUATION PROCESS:**

Post completion of Technical evaluation, APL shall evaluate Price bid of technically qualified bidder to finalize the tender.

#### **1.9 SUBMISSION OF TENDER (TECHNICAL BIDS):**

1.9.1 The tenderer shall submit single tenders for which tenderer wishes to offer Tank Trucks.

1.9.2 The tenderers are advised to carefully go through the tender document and comply.

1.9.3 The tenderers shall, while quoting the rates for transportation, take into consideration the provisions of the rules thereto and the hazardous nature of the products and the liability to pay the loss for non-delivery/ damage to the product at higher risk rate.

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

##### **2.1 EVALUATION OF BIDS:**

APL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to ITB.

Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.

##### **2.2 SELECTION OF TRANSPORTERS:**

APL intends to hire Transporters for the entire contract at L-1 rate. Maximum TT to be awarded to L-1 bidder is 100% of total tender quantity subject to availability of 30 tankers as APL intends to hire. If L1 bidder fails to place the total required tankers then APL will offer to L-2, L-3, ..... bidders to match the L-1 rate. Selection of Transporters and allocation of tankers will be done after discussion with the successful bidders who have accepted the L-1 rate at sole discretion of APL.

In case, requirement of Tank Truck as per NIT is not met after exercising the above option, APL reserves its right to induct remaining tank truck by re-tendering process.

**If L1 backs out after submission & evaluation of bid, re-tendering shall be done and the bidder shall be debarred for future tenders & the EMD shall be forfeited.**

**In case no bid is received, re-tendering shall be undertaken.**

**2.3** APL reserves the right to allotment of tankers, appointment of number of transporters and quantity to be issued.

**2.4** For clarification relating to tender the bidder may contact following:

**Contact Person** **N.B. Borah, DGM (C&P)**  
[Email-borah.nb@assampetrochemicals.co.in](mailto:Email-borah.nb@assampetrochemicals.co.in)  
**Phone**+91-94351 39178

**Address** Assam Petro-Chemicals Limited  
P.O. Parbatpur, Dist-Dibrugarh  
PIN-786623

**2.5 Relaxed Norms for Startups & MSE in prior experience & prior turnover criteria:**

Prior experience & turnover for Startups as a bidder, shall not be required, subject to meeting the quality, technical specifications (scope of work) and ownership of tankers as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender i.e., transportation of goods like Methanol & Formalin and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp. The NIC 2 digit, 3 digit & 5 digit code along with the kind of service mentioning "Land transport & transport via pipelines/freight transport via road/motorized road freight transport" must be mentioned in the certificate.

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

**INSTRUCTIONS FOR SUBMISSION OF BIDS**

**3. SALIENT FEATURES FOR SUBMISSIONS OF BID**

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 17:00 Hrs on dt. <b>02.12.2025</b> up to 15:00 Hrs on dtd. <b>10.12.2025</b>
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dtd. <b>10.12.2025</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.	At 15:00 Hrs on dt. <b>11.12.2025</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>
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	
j)	Tender Processing Fees	
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 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>

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

**SCHEDULE OF RATES - I****Annexure-I**

<b>Methanol Load from Namrup &amp; Empty Return of tanker to Namrup</b>						
<b>Sl. No.</b>	<b>Origin</b>	<b>Methanol Unloading Destination</b>	<b>Estimated Distance (in KM)</b>	<b>Origin</b>	<b>Estimated Methanol Qty. per month</b>	<b>Variable Rate (per MT)</b>
1	<b>Namrup</b>	<b>Khalilabad (UP)</b> Total Round Trips per tanker per Month - 3	1500	<b>Namrup</b>	150	
2		<b>Hardoi (UP)</b> Total Round Trips per tanker per Month – 2.5	1850		150	
3		<b>Bareilly (UP)</b> Total Round Trips per tanker per Month – 2.5	2000		120	
4		<b>Sandila (UP)</b> Total Round Trips per tanker per Month – 2.5	1900		120	
5		<b>Lakhimpur Kheri (UP)</b> Total Round Trips per tanker per Month – 2.5	1800		130	
6		<b>Gajraula (UP)</b> Total Round Trips per tanker per Month – 2.5	2130		100	
7		<b>Amethi (UP)</b> Total Round Trips per tanker per Month - 3	1685		150	
8		<b>Ghaziabad (UP)</b> Total Round Trips per tanker per Month - 2	2220		90	
9		<b>Lucknow (UP)</b> Total Round Trips per tanker per Month – 2.5	1730		120	
10		<b>Shahjahanpur (UP)</b> Total Round Trips per tanker per Month – 2.5	1900		90	
11		<b>Rohtak (HR)</b> Total Round Trips per tanker per Month - 2	2460		90	
12		<b>Sonipat (HR)</b> Total Round Trips per tanker per Month - 2	2420		90	
13		<b>Bahadurgarh (HR)</b> Total Round Trips per tanker per Month - 2	2430		90	
14		<b>Bhiwani (HR)</b> Total Round Trips per tanker per Month - 2	2520		90	

15	<b>Yamuna Nagar (HR)</b> Total Round Trips per tanker per Month - 2	2320	90	
16	<b>Sultanpur (UK)</b> Total Round Trips per tanker per Month - 2	2210	90	
17	<b>Sitarganj (UK)</b> Total Round Trips per tanker per Month – 2.5	1980	90	
18	<b>Rudrapur (UK)</b> Total Round Trips per tanker per Month – 2.5	2010	90	
19	<b>Bhiwadi (RJ)</b> Total Round Trips per tanker per Month - 2	2380	90	
20	<b>Haldia (WB)</b> Total Round Trips per tanker per Month - 3	1520	120	
21	<b>Kolkata (WB)</b> Total Round Trips per tanker per Month - 3	1400	120	
22	<b>Dibrugarh (AS)</b> Total Round Trips per tanker per Month - 3	70	150	
23	<b>Boitamari (AS)</b> Total Round Trips per tanker per Month - 3	630	150	
24	<b>Tamabil (BD)</b> Total Round Trips per tanker per Month - 3	620	120	

**SCHEDULE OF RATES - II****Annexure-I**

<b>Methanol Load from Namrup &amp; Formalin Back Load from Khalilabad for delivery to customers located in Bihar, Malda, Raiganj/Kaliyaganj &amp; South Bengal and empty return of tanker to Namrup after unloading</b>								
<b>Sl. No.</b>	<b>Origin</b>	<b>Methanol Unloading Location</b>	<b>Estimated Methanol Qty. per month</b>	<b>Formalin Loading Location</b>	<b>Formalin Unloading Location</b>	<b>Estimated Distance (in KM) from Formalin Loading Location to Formalin Unloading Location</b>	<b>Origin</b>	<b>Variable Rate (per MT)</b>
1	<b>Namrup</b>	<b>Khalilabad (UP)</b> Distance from Namrup to Khalilabad - 1560 km Total Round Trips per tanker per Month – 3	<b>2230</b>	<b>Khalilabad (UP)</b>	North Bengal	840	<b>Namrup</b>	
2					Malda	730		
3					Raiganj/Kaliyaganj	680		
4					South Bengal	850		
5					Bihar	630		

**SCHEDULE OF RATES - III**

**Annexure-I**

Methanol Load from Namrup to various destinations in UP & Formalin Back load for delivery to customers located in Bihar, Malda, Raiganj/Kaliyaganj & South Bengal and empty return of tanker to Namrup after unloading								
Sl. No.	Origin	Methanol Unloading Location	Estimated Methanol Qty. per month	Formalin Loading Location	Formalin Unloading Location	Estimated Distance (in KM) from Formalin Loading Location to Formalin Unloading Location	Origin	Variable Rate (per MT)
1	Namrup	Hardoi (UP) Distance from Namrup to Hardoi - 2000 km Total Round Trips per tanker per Month - 2	400	Hardoi (UP)	North Bengal	1280	Namrup	
					Malda	1180		
					Raiganj/Kaliyaganj	1130		
					South Bengal	1180		
					Bihar	980		
2		Bareilly (UP) Distance from Namrup to Hardoi - 2100 km Total Round Trips per tanker per Month - 2	300	Bareilly (UP)	North Bengal	1350		
					Malda	1250		
					Raiganj/Kaliyaganj	1200		
					South Bengal	1310		
					Bihar	1110		
3		Sandila (UP) Distance from Namrup to Hardoi - 1900 km Total Round Trips per tanker per Month - 2	400	Sandila (UP)	North Bengal	1230		
					Malda	1120		
					Raiganj/Kaliyaganj	1074		
					South Bengal	1130		
					Bihar	925		
4		Lakhimpur Kheri (UP) Distance from Namrup to Hardoi - 1980 km Total Round Trips per tanker per Month - 2	300	Lakhimpur Kheri (UP)	North Bengal	1170		
					Malda	1070		
					Raiganj/Kaliyaganj	1020		
					South Bengal	1190		
					Bihar	990		
5	Amethi (UP) Distance from Namrup to Hardoi - 1750 km Total Round	400	Amethi (UP)	North Bengal	1050			
				Malda	965			
				Raiganj/Kaliyaganj	895			
				South Bengal	910			
				Bihar	770			

		Trips per tanker per Month – 2						
6		<b>Ghaziabad (UP)</b> Distance from Namrup to Hardoi - 2370 km Total Round Trips per tanker per Month - 2	<b>300</b>	<b>Ghaziabad (UP)</b>	North Bengal	1700		
					Malda	1600		
					Raiganj/Kaliyaganj	1550		
					South Bengal	1600		
					Bihar	1400		
7		<b>Lucknow (UP)</b> Distance from Namrup to Hardoi - 1900 km Total Round Trips per tanker per Month - 2	<b>300</b>	<b>Lucknow (UP)</b>	North Bengal	1150		
					Malda	1050		
					Raiganj/Kaliyaganj	1000		
					South Bengal	1050		
					Bihar	850		
8		<b>Shahjahanpur (UP)</b> Distance from Namrup to Hardoi - 2020 km Total Round Trips per tanker per Month - 2	<b>300</b>	<b>Shahjahanpur (UP)</b>	North Bengal	1270		
					Malda	1170		
					Raiganj/Kaliyaganj	1120		
					South Bengal	1230		
					Bihar	1030		

**Locations in Bihar:** Purnea, Araria, Kishanganj, Katihar, Bhagalpur, Banka, Supaul, Madhepura, Munger, Saharsa, Darbhanga, Begusarai, Jamui, Khagaria, Lakhisarai, Madhubani, Samastipur & Shiekhupura, Patna, Nalanda, Vaishali, Muzzafarpur, East Champaran, Chhapra, Gaya, Jehanabad, Nawada, Sheoghar, Sitamarhi, West Champaran, Siwan, Bhojpur, Buxar, Gopalganj, Aurangabad, Rohtas, Arah, Kaimur.

**Locations in North Bengal:** Siliguri, Alipurduar, Mathabhanga, Dhupguri, Ghoskadanga, Maynaguri, Bakshirhat, Cooch Behar.

**Locations in South Bengal:** Bankura, Birbhum, Kolkata, Hoogly, Murshidabad, Nadia, North 24 Parganas, South 24 Parganas, East Bardhaman, West Bardhaman, Medinipur, Purulia, Haldia.

#### NOTES :

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

- IGST \_\_\_\_\_%
- CGST \_\_\_\_\_%
- SGST \_\_\_\_\_%

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

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

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

**ANNEXURE-2**

**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, Bhangagorh,

Guwahati 781005, India

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of \_\_\_\_\_
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or



enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder

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

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

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

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

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

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

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

(by its constituted attorney)

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

**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 regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Bidder/s.

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

**Section 1 -Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

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

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

#### **Section 5 -Previous Transgression**

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder / Sub-contractor with confidentiality.

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

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

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

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

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

## **Section 9 – Pact Duration**

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

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

## **Section 10 - Other Provisions**

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

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

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

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

\_\_\_\_\_

FOR THE PRINCIPAL

\_\_\_\_\_

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

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

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

**PROFORMA FOR CONTRACT AGREEMENT**

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

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

**BETWEEN**

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

**AND**

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER a lump sump amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

2) For the purpose of this CONTRACT address of Parties will be as follows and all correspondence and notices in relation to present agreement sent to PARTIES at the addresses below shall be deemed to be sufficient for

serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

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

Signed for and on behalf of

**Assam Petrochemicals Ltd.**

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

**Bidder**

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:



**APPLICATION BY TENDERER**

1	Name of the firm of tenderer:	M/s.		
2	Registered office address (proof of address to be submitted):			
3	Address for correspondence:			
4	Contact Details:	Phone	Mobile	Email
5	Type of Tenderer (Please write YES in applicable category)	Proprietorship		
		Partnership		
		Co-operative Society		
		Limited Company		
		Others (Pl. specify)		
6	Permanent Account No.			
7	GSTIN			
8	Registration No./Company Identification Number			
9	Name and address of Proprietor/Partners/Directors			
	Sr.	Name	Status	Address for Correspondence
10	Name of authorized Signatory			
11	Category (Please write YES in applied category)	General		
		MSE		
		Startup		
12	Nos. of TTs Offered (Details attached)	Ready TTs	Chassis Purchased	Chassis Booked
13	EMD exemption document Submitted (YES/NO)			
14	List of Documents Submitted	Attached		
15	We confirm that neither tenderer nor any Tank Truck (TT) offered are blacklisted by any oil company as on due date of tender (closing).			
16	We confirm that neither tenderer is convicted nor any Tank Truck(s) offered is/are involved in crime/litigation as on due date of tender (closing), which would render the performance of any obligation impossible in case, the contract is awarded to us.			

**Seal & Signature of the Tender**

PARTICULARS OF TTs OFFERED								
READY TTs OFFERED								
Sr. No.	RTO Registration No.	Carrying Capacity in MT	Manufacturing Date as mentioned in RC		PESO License		Name of Registered Owner	Chassis No.
			Month	Year	No.	Validity		
TTs OFFERED WITH PURCHASE INVOICE OF CHASSIS								
Sr. No.	Carrying Capacity in MT	Purchase Invoice No.	Date	Name of Owner		Chassis No.		

**(On Non-Judicial Stamp Paper Value of Rs. 100/-)**

**UNDERTAKING BY THE TENDERER**

**We declare as under:**

1. In the case of a Proprietary concerns:

**I hereby declare that neither I in my personal name or in the case of my Proprietary concern M/s.\_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by APL**

**(Here give particulars of blacklisting or holiday listing, an in absence thereof state “NIL”)**

2. In the case of a Partnership Firm:

**We hereby declare that neither we, M/s.\_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by APL or its Administrative Ministry (the Ministry of Petroleum & Natural Gas) or by any department/s of the State or Central Government/s or by any other Public Sector Undertaking/s and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them except as indicated below:**

**(Here give in particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)**

3. In the case of Company:

**We hereby declare that the Company nor its Promoter/s /Director/s having controlling stake in the Company (here controlling stake means person having minimum 26% shareholding of a company) as a proprietor or as a Managing Partner has not been placed on black list or holiday list declared by APL or its Administrative Ministry (the Ministry of Petroleum & Natural Gas) or by any department/s of the State or Central Government/s or by any other Public Sector Undertaking/s and there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them except as indicated below:**

**(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”).**

**It is understood that if this declaration is found to be false, APL., shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.**

**Place**

**:**

**Date:**

**Signature\_\_\_\_\_**

**Name of Person signing\_\_\_\_\_**

**Tenderer's Name and address with seal\_\_\_\_\_**

GENERAL IRREVOCABLE POWER OF ATTORNEY

We, the undersigned (1) Shri \_\_\_\_\_ (2) Shri \_\_\_\_\_ (3) Shri \_\_\_\_\_ all residing at \_\_\_\_\_ the Partners / Directors of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ do hereby nominate, authorize and appoint Shri \_\_\_\_\_ & Shri \_\_\_\_\_ who are our \_\_\_\_\_ in the firm to act as attorneys of our firm M/s \_\_\_\_\_ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

- i) To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by APL (hereinafter called The "Company") in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.
- iii) To sign, seal, execute, perfect and/or complete Transport Contract Agreement and all and/or any other document, Indemnity Bond etc. Required by the Company in connection with the said Transport Contract Agreement.
- iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said transport contract agreement with APL.

We the said partner(s) do hereby agree to allow verify and confirm all and whatsoever the said Shri. \_\_\_\_\_, and Shri \_\_\_\_\_ shall or may do or cause to be done in or about the said tender and the Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/ Transport Contract Agreement/ or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_.

Signed, Sealed and delivered by  
the within named partners/  
Directors of M/s \_\_\_\_\_

Signatures

1) Shri \_\_\_\_\_

2) Shri \_\_\_\_\_

3) Shri \_\_\_\_\_

Before me.  
Notary public  
(Notary's  
Stamp)

**ANNEXURE**

**(On Non-Judicial Stamp Paper Value of Rs. 100/-)**

**AFFIDAVIT ON NO MULTIPLE BIDDING**

**Subject: Tender No:\_\_\_\_\_due on\_\_\_\_\_.**

**I/We\_\_\_\_\_ (Name of Tenderer), hereby declare that:**

**I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company).**

**I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.**

**Tenderer's Signature & Seal**

**Date:**

**Place :**

**Witness:**

**1. Name & Address**

**ANNEXURE-10**

**PERFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO AND SMALL ENTERPRISES"**

1. We confirm that provisions of MICRO AND SMALL ENTERPRISES ORDER 2012 are applicable to us and our organization falls under the definition of :

a) Micro Enterprise - ( )

b) Small Enterprise - ( )

(Please put a tick in the appropriate box)

**Detail of MSE Certificate:**

a) Registration / Certificate Number : \_\_\_\_\_

b) Valid upto : \_\_\_\_\_

c) Issuing Authority : \_\_\_\_\_

d) Tendered item is covered in registration / certificate (Yes / No) : \_\_\_\_\_

2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprise is enclosed

Place

Authorized Signatory

## **PROPOSAL EXHIBITS**

### **TABLE OF CONTENTS**

1. AGREED TERMS AND CONDITIONS
2. NO DEVIATION CONFIRMATION
3. UNDERTAKING
4. DETAILS OF PRESENT COMMITMENTS OF SIMILAR NATURE
5. DETAILS OF PAST PERFORMANCE

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

**AGREED TERMS & CONDITIONS**

To

M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - "APPOINTMENT OF 30 NOS OF DEDICATED TANKERS."

Tender No – APL/MKTG/C&amp;P/2025-26/01.

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	.....%age
c	IGST	.....
d	Cess (if any)	.....%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	



5.	i) Confirm acceptance of relevant Terms of Payments specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	

19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder <b>falls under MSE Act.</b>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**PROPOSAL EXHIBITS NO. 2**  
**"NO DEVIATION" CONFIRMATION**

To

M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **"APPOINTMENT OF 30 NOS OF DEDICATED TANKERS"**.

Tender No – APL/MKTG/C&P/2025-26/01.

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**PROPOSAL EXHIBITS NO. 3**

**UNDERTAKING (IN LETTER HEAD)**

Tender Title - **“APPOINTMENT OF 30 NOS OF DEDICATED TANKERS”**.

Tender No – APL/MKTG/C&P/2025-26/01.

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****DETAILS OF PRESENT COMMITMENTS OF SIMILAR NATURE**

<b>Sr. No.</b>	<b>Name and Address of Client</b>	<b>Type of work</b>	<b>Value of Contract</b>	<b>Date of Commencement of work</b>	<b>Schedule Completion -on</b>	<b>% Completion</b>	<b>Expected date of completion</b>

**Note:** 1. Append separate sheet, if necessary.

2. Enclose self attested documentary Proof i.e. copy of LOI/WO in support of the above.

**PROPOSAL EXHIBITS NO. 5****DETAILS OF PAST PERFORMANCE (Mention works of similar nature)**

Sr. No.	Name and Address of Client	Type of work	Value of Contract	Work order No & Refn			Remarks
					Date of Commencement of work	Completion of work	

**NB: Necessary work Completion certificate along with the work order should be produced in each contract.**

Note: 1. Append separate sheet, if necessary.

2. Enclose self attested documentary Proof i.e. copy of LOI/WO & Completion Certificate in support