



**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

Tender Document

For

**“BIENNIAL CONTRACT FOR SUPPLY OF MEDICINES & SURGICAL ITEMS”**

**Tender No. APL/C&P/Med/2025-26/529**

**HEAD OFFICE:**

Namrup, P.O. Parbatpur -786623,  
Dist- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

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

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

**REGD. OFFICE:**

4<sup>th</sup> Floor, ORION Place, Bhangagarh  
Srimanta Sankardev Path, Guwahati-781005  
Tel: (0361) 2461470/2461471/246

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



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

Ref.No. APL/C&amp;P/Med/2025-26/529

Dated: 11/10/2025

**NOTICE INVITING TENDER**

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

| Name Of Work                                               | Estimated Cost   | Earnest Money | Tender Processing Fee |
|------------------------------------------------------------|------------------|---------------|-----------------------|
| Biennial contract for supply of Medicines & Surgical items | Rs. 29,32,386.00 | Rs.58,600.00  | Rs. 590.00            |

|                                  |                                                                                                                                                                                       |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BID DOCUMENT DOWNLOADING PERIOD  | From 15:00 Hrs on dt. 11.10.2025 up to 15:00 Hrs on dt. 30.10.2025                                                                                                                    |
| LAST DATE OF BID SUBMISSION      | Up to 15.00 Hrs on dt. 30.10.2025                                                                                                                                                     |
| BID OPENING DATE                 | At 15.00 Hrs on dt. 31.10.2025                                                                                                                                                        |
| BID SUBMISSION                   | In e-tendering portal<br><a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>                                                                  |
| AVAILABILITY OF TENDER DOCUMENTS | 1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a><br>2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a> |

Sd/-  
Managing Director

## 1. INTRODUCTION

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

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

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

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

### 1.3. Approach to site:

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

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

## 2. CONTRACTOR'S SCOPE OF WORK:

- 1) Supply of Branded medicines, Generic medicines and surgical items.
- 2) The period of contract will be for 2(Two) years & the same may be extended to a maximum of another 1(one) year subject to satisfactory performance of contractor's work.
- 3) The discount offered will be on MRP.
- 4) The discount offered will also be applicable for APL employees at their retail outlets in Namrup & Dibrugarh.
- 5) No substitute medicines will be accepted.

**The Bidder is required to strictly follow all the rules and regulations of Government of India, State of Assam and all local rules and bye-laws, etc.**

### 3. BIDDER'S QUALIFICATION CRITERIA:

#### a) TECHNICAL:

1. Bidders desirous of bidding for the job should possess experience in successfully executing jobs of similar nature in a reputed Govt./Quasi-Govt./Central/State Public Sector Undertakings/Private Firm or Company during the last Seven years. Here, *jobs of similar nature*, implies **"supply of medicines/surgical items"**.
2. The Bidder should submit the following documents along with Techno-commercial bid.
  - i. Drug License certificate (Form 20)
  - ii. Certificate of Renewal of Drug License

#### b) COMMERCIAL:

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three **financial years, ending 31<sup>st</sup> March viz. 2023-24, 2022-23 and 2021-2022** should not be less than the amount equivalent to 30% of annualized estimated cost.
2. Income Tax return for last three financial years viz. **2023-24, 2022-23 and 2021-2022**
3. Copy of GST Certificate & PAN Card.

### 4. INSTRUCTIONS FOR SUBMISSION OF BIDS

#### 1. SALIENT FEATURES FOR SUBMISSIONS OF BID

| Sl. No | Description                                                                          | Remarks                                                                                                                                                                                                                                                                               |
|--------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)     | Bid type                                                                             | <b>Single stage Two bid</b>                                                                                                                                                                                                                                                           |
| b)     | Bid Documents Downloading Period                                                     | <b>From 15:00 Hrs on dt. 11.10.2025 up to 15:00 Hrs on dt. 30.10.2025</b>                                                                                                                                                                                                             |
| c)     | Last Date and time for submission of Bids (DUE DATE)                                 | Up to <b>15:00 Hrs on dt. 30.10.2025</b>                                                                                                                                                                                                                                              |
| d)     | Place of Submission of Hard Copy of Techno-Commercial Bid <b>excluding Price Bid</b> | <b>Dy. General Manager (C&amp;P),</b><br>Mob. No. +91-94351 39178<br><a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a><br>Assam Petrochemicals Limited<br>P.O. Parbatpur, Namrup Dist. Dibrugarh,<br>Pin – 786623, Assam (India) |
| e)     | Opening of Bid.                                                                      | <b>15:00 Hrs on dt. 31.10.2025</b>                                                                                                                                                                                                                                                    |

|    |                                                    |                                                                                                                                                                                                                                                                                                                                                    |
|----|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| f) | Contact Person with details for any clarifications | <b>Nava Bikash Borah</b><br><b>Dy. General Manager (C&amp;P)</b><br>Mob. No. +91-94351 39178<br>Email-borah.nb@assampetrochemicals.co.in<br><u>-contract@assampetrochemicals.co.in</u><br>And<br><b>Dr. Bobby Sonowal</b><br><b>A CMO</b><br>Mob No : +91-9435139074<br>Email - <a href="mailto:aplmedical@outlook.com">aplmedical@outlook.com</a> |
| g) | Bid Validity                                       | 180 days from the DUE DATE or EXTENDED DUE DATE                                                                                                                                                                                                                                                                                                    |
| h) | Total Estimated Cost                               | <b>Rs. 29,32,386.00</b>                                                                                                                                                                                                                                                                                                                            |
| i) | Earnest Money Deposit (EMD)                        | <b>Rs. 58,600.00</b>                                                                                                                                                                                                                                                                                                                               |
| j) | Tender Processing Fees                             | <b>Rs. 590.00</b>                                                                                                                                                                                                                                                                                                                                  |
| k) | Bid Submission                                     | <b>Online in e-tendering portal</b><br><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><br>2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>                                                                                                                                                              |

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

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

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

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

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

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

**To**  
**The Deputy General Manager (C&P)**

**Assam Petrochemicals Limited,  
Namrup, P.O. Parbatpur  
Dibrugarh, Assam, Pin 786623**

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

#### **5. INSTRUCTION TO BIDDER:**

1. **Rates quoted should be DISCOUNT %age on MRP of medicines and surgical items.**
2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-I**
3. **EARNEST MONEY DEPOSIT** : The bidder has to deposit a sum of **Rs. 58,600.00** (Rupees Fifty Eight Thousand Six Hundred) only in online mode by **Netbanking/RTGS/NEFT** or Bank Guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-II**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT.
4. MSME valid certificate under category of similar works will be considered for exemption of EMD.
5. EMD and Retention money shall not bear any interest.
6. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable.
7. All other terms & conditions shall be as per APL's "*General Conditions of Contract (GCC)*".
8. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected.
9. Payment would be made only after receipt & acceptance of actual quantity supplied.
10. The bidder shall provide the authority to the person signing the bid.
11. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.
12. **BID VALIDITY**: Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.
13. **PRICE REDUCTION SCHEDULE**: In case of delay in supply beyond delivery period then unless such delay is attributed to owner, or in Force majeure conditions, there will be reduction of contract value @ 0.5% for each week of delay or part thereof subject to maximum of 5% of total contract value.

14. **APPLICABILITY OF LAW & JURISDICTION:** The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.
15. The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.
16. For clarification relating to bid/ Site visit the bidder may contact following:

|                |                                                                                                                                                                                                                                                                                                                    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contact Person | <b>N.B.Borah ,DGM (C&amp;P)</b><br><a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a><br>Phone-+91-94351 39178<br>&<br><b>Dr. Bobby Sonowal, Dy. CMO</b><br><a href="mailto:Email-aplmedical@outlook.com">Email-aplmedical@outlook.com</a><br>Ph No-7002830116 |
| Address        | Assam Petro-Chemicals Limited<br>P.O. Parbatpur, Dist-Dibrugarh<br>PIN-786 623                                                                                                                                                                                                                                     |

## 6. INCOME TAX AND GST

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

5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.
6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

#### **7. TERMS OF PAYMENT:**

The Company will make payment to the Bidder as provided here under:

1. 100% Payment will be made on submission of Bills in triplicate against supplies made within 30(thirty) days after receipt & acceptance of materials.

#### **8. SECURITY DEPOSIT:**

1. The successful BIDDER has to deposit EMD amount as Security deposit within 15 days from date of issue of the Work Order OR security deposit equal to EMD amount for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-III** of this document. The Bank Guarantee will be released after expiry of contract period.
2. No interest will be payable on the Earnest Money or Security Deposit or any other amount payable to the Supplier under this contract.



**9. PERIOD OF SERVICE:** The Contract period is for 2 (Two) years starting from the date of issue of Work Order & the same may be extended to a maximum of another 1(one) year subject to satisfactory performance of contractor's work.

**10. MOBILIZATION ADVANCE:** NOT APPLICABLE

**11. SELF LIFE OF MEDICINE:** Minimum 1(One) year.

## **12. REQUIREMENTS FOR E-TENDERING**

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

- submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
  9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
  10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
  11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
  12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
  13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
  14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e-procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
  15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
  16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
  17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be

informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.

18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

### **13. BID REJECTION CRITERIA:**

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

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

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

1. EMD of required amount./MSME certificate for EMD exemption
2. Purchase Order to comply the Bidder's qualification criteria.
3. Copy of PAN card and GST Registration No.
4. Income Tax return for last three financial years.
4. Annual Turnover for last three financial year i.e. 2023-24, 2022-23 and 2021-2022.

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

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

**16. TECHNO-COMMERCIAL EXAMINATION OF BIDS:**

APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

APL will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.

The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.

Bidder(s) techno-commercially accepted will only be communicated for price bid opening.

Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / WO will be issued to them.

**17. REBATE:**

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

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

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

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

**19. ORDER OF PRECEDENCE**

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

- i. Corrigendum, if any
- ii. Instructions to Bidders
- iii. General Conditions of Contract

**20. Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most

elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances;or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;or

(e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

## **21. Force Majeure**

### **Definition**

- i. For the purposes of this engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
  - a. Any event which is caused by negligence or intentional action of a party or by such party’s agents or employees, nor
  - b. Any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

**22. Applicability of Law & Jurisdiction:** The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.

TABLE OF CONTENTS

1. BIODATA FORMAT
2. FINANCIAL STATUS QUESTIONNAIRE
3. QUESTIONNAIRE FOR SUPPLY OF MEDICINES & SURGICAL ITEMS
4. CHECKLIST

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



**PROPOSAL EXHIBITS NO. 1**

**BIO DATA FORMAT**

**(Of Bidders for Communication)**

**A. NAME OF BIDDER :**

**B. ADDRESS OF THE BIDDER :**  
**(With e-mail ID and mobile No)**

**C. GST Number :**

**D. PAN NO :**

**E. Bank Details:**

**i. Name of the Bank :**

**ii. Branch :**

**iii. IFSC code :**

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SEAL OF BIDDER

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SIGNATURE OF BIDDER

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

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

**(b) Cancelled Cheque**

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

**PROPOSAL EXHIBITS NO.2****FINANCIAL STATUS QUESTIONNAIRE****A. ANNUAL TURNOVER:**

| Financial Year | Gross Turnover | Turnover against Works of<br>Similar Nature |
|----------------|----------------|---------------------------------------------|
| 2023-24        |                |                                             |
| 2022-23        |                |                                             |
| 2021-22        |                |                                             |

**B. PAN Number:****C. GST Registration No:**

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SEAL OF TENDERER  
SIGNATURE OF TENDERER

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



### **PROPOSAL EXHIBITS NO.3**

#### **COMMERCIAL QUESTIONNAIRE FOR SUPPLY OF MEDICINES & SURGICAL ITEMS**

| Sl. No. | Description                                                                                                                                                   | To be filled up by the Bidder                                            |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 01      | Address of Retail Outlets where Discount will be provided for APL employees                                                                                   | ( Confirmation Letter from the other retail outlet should be submitted ) |
|         | a. Namrup (with TELEPHONE NOS, FAX, EMAIL etc.)                                                                                                               |                                                                          |
|         | b. Dibrugarh (with TELEPHONE NOS, FAX, EMAIL etc.)                                                                                                            |                                                                          |
| 02      | Self Life of Medicine                                                                                                                                         | Minimum 1(one) year                                                      |
| 03      | Retailer/Dealership/Stockist/Distributorship                                                                                                                  |                                                                          |
| 04      | Price Basis                                                                                                                                                   |                                                                          |
| 05      | Packing & Forwarding Charge                                                                                                                                   |                                                                          |
| 06      | GST RATE                                                                                                                                                      | IGST _____ %                                                             |
|         |                                                                                                                                                               | SGST _____ %                                                             |
|         |                                                                                                                                                               | IGST _____ %                                                             |
| 07      | Whether the Payment Terms "Within 30 days after receipt & acceptance of materials" is acceptable ( YES / NO )<br><br>If NO please indicate your Payment Terms |                                                                          |
| 08      | Delivery Period                                                                                                                                               |                                                                          |
|         | a. For normal supply                                                                                                                                          |                                                                          |
|         | b. For emergent & Life saving Drugs                                                                                                                           |                                                                          |

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 SEAL OF TENDERER SIGNATURE OF TENDERER

### **PROPOSAL EXHIBITS NO. 4**

#### **CHECKLIST of Documents required to be submitted with Technical (Un-priced) Bid**

Please tick (✓) in the CHECK BOX

| Sl. No. | Description                                                                                     | CHECK BOX |
|---------|-------------------------------------------------------------------------------------------------|-----------|
| 1.      | Signed Tender Documents                                                                         |           |
| 2.      | EMD of required amount / MSME certificate                                                       |           |
| 3.      | Copy of Drug License certificate (Form 20) and Certificate of Renewal of Drug License           |           |
| 4.      | Copy of PAN card, GST registration, EPF registration                                            |           |
| 5.      | Cancelled Bank Cheque                                                                           |           |
| 6.      | Filled up Proposal Exhibits                                                                     |           |
| 7.      | Applicable Rate of GST in Proposal Exhibits No - 3                                              |           |
| 8.      | Copies of Audited Balance Sheet and Profit & Loss Account for FY 2023-24, 2022-23 and 2021-2022 |           |
| 9.      | Copies of Income Tax Return for FY 2023-24, 2022-23 and 2021-2022                               |           |

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SEAL OF BIDDER

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SIGNATURE OF BIDDER

**ANNEXURE-I****PROFORMA FOR CONTRACT AGREEMENT**

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

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

**BETWEEN**

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

**AND**

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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



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

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

Signed for and on behalf of

Signed for and on behalf of

**Assam Petrochemicals Ltd.**

**Bidder**

SIGNATURE

SIGNATURE

NAME

NAME

DESIGNATION:

PLACE:

PLACE:

DATE:

DATE:

WITNESS:

WITNESS:

## ANNEXURE-II

### SCHEDULE OF RATES

| Biennial contract for supply of Medicines & Surgical items |                                                                                               |      |     |                                 |                      |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------|-----|---------------------------------|----------------------|
| Sl No                                                      | Description of work                                                                           | Unit | Qty | Discount offered on MRP in %age | Total Amount in %age |
| 1                                                          | <b>Rate of Discount on MRP</b>                                                                |      |     |                                 |                      |
| 1.01                                                       | <b>Branded Medicine</b>                                                                       | %age | 1   | QUOTED                          | QUOTED               |
| 1.02                                                       | <b>Generic Medicine</b>                                                                       | %age | 1   | QUOTED                          | QUOTED               |
| 1.03                                                       | <b>Surgical Items</b>                                                                         | %age | 1   | QUOTED                          | QUOTED               |
| 2                                                          | <b>Rate of Discount on MRP against Prescription for APL Employees in their Retail Outlets</b> |      |     |                                 |                      |
| 2.01                                                       | <b>At Namrup</b>                                                                              | %age | 1   | QUOTED                          | QUOTED               |
| 2.02                                                       | <b>At Dibrugarh</b>                                                                           | %age | 1   | QUOTED                          | QUOTED               |

#### NOTES :

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

- a. IGST \_\_\_\_\_%
- b. CGST \_\_\_\_\_%
- c. SGST \_\_\_\_\_%

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

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

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

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

(On non-judicial stamp paper of appropriate value)

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

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of \_\_\_\_\_

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder

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

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

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

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

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

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

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

(by its constituted attorney)

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

**ANNEXURE-IV****INTEGRITY PACT****BETWEEN**

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

**AND**

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

**Preamble**

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

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

**Section 1 -Commitments of the Principal**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.

(4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

- (5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

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

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

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

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

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

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

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

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

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

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

Bidders and Bidders.

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

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

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

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

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

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

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

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

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

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

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



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

### Section 9 – Pact Duration

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

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

### Section 10 - Other Provisions

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

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

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

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

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FOR THE PRINCIPAL

---

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

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

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