

**ASSAM PETRO-CHEMICALS LIMITED**

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

Head Office & Factory Site:

Assam Petro-Chemicals Ltd., Namrup, P.O. Parbatpur,
District: Dibrugarh, Assam-786623
Phone: (0374) 2500331/2500246/2500518, Fax: (0374) 2500231
Email: assampetrochemicals@yahoo.in

e-TENDER DOCUMENT

| Tender Number | Date |
|---|-------------------|
| APL/C&P/041/PP/E/Proj/21-22/2687 | 25/02/2022 |

APL invites sealed tenders for the following job as per the details below:

| | |
|--------------|-----------------------------|
| Type of BID | OPEN LIMITED TENDER |
| Bidding type | SINGLE STAGE TWO BID |

A). TENDER TIME SCHEDULE

| Sl. No. | Stage | Start Date & Time | | End Date & Time | |
|----------------|----------------|------------------------------|----------|----------------------------|----------|
| 01 | Bid Publishing | 26/02/2022 | 09:00 hr | - | - |
| 02 | Bid Download | 26/02/2022 | 10:00 hr | 09/03/2022 | 15:00 hr |
| 03. | Bid Submission | 26/02/2022 | 10:00 hr | 09/03/2022 | 15:00 hr |
| 04. | Bid Opening | 10/03/2022 | 15:00 hr | - | - |

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B). SCOPE OF SUPPLY.

| Sl. No. | Description of materials | Unit | Quantity |
|---------|---|------|------------|
| 01. | Liquid Nitrogen within 99.99 % Purity and oxygen content less than 10 ppm in LN tankers (Quantity – 40 Cubic Meter) | MT | 32 |
| 02. | Freight charges upto APL, Namrup | Lot | To specify |

N.B: 1) All responsibilities regarding transportation shall be in the scope of the supplier. Transporter available and having godown in our area are M/s ARC Ltd., Ms TCI Express, M/s TCI Freight, M/s ATC (Assam) Pvt. Ltd, M/s ABC Ltd and M/s DARCL

2) The delivery period of the entire order shall be deemed to be essence of the contract. In case of delay in execution beyond stipulated period, unless such delay is attributed to APL, 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

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C) GENERAL TERMS & CONDITIONS:

1. Quotation should be in original letter head / Quotation pad having GSTIN & PAN No.
2. **The bidder should quote their rates excluding of all taxes and duties. GST rate along with HSN code should be shown separately.**
3. **The Dealership / Authorization certificate, Manufacture price List (MPL) / Printed MRP (if not available MPL) of the items to be submitted alongwith the offer.**
4. All entries in the offer must be made in English. The total amount shall be in figures as well as in words. No overwriting shall be allowed. In case of discrepancy, the rates quoted in words shall be considered to be correct. **Hand written quotation will not be accepted / considered.**
5. **Tender Fee:** Nil.
6. **Earnest Money Deposit (EMD):**
 - a) The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of ₹. 15,400.00 (Rupees Fifteen Thousand Four Hundred) only in the form of Demand Draft (**DD**) (from Nationalised Bank) in favour of "Assam Petrochemicals Limited" at the State Bank of India, Namrup Branch, Namrup 786623 or non-revocable Bank Guarantee (**BG**) from Nationalised Bank as per the APL format (Annexure-1) or direct transfer to Bank Account Number 10701519049 (IFSC Code SBIN0000223 of State Bank of India).
 - b) EMD of the successful bidder will be released after delivery and acceptance of the materials and on submission of Security Deposit or Performance Bank Guarantee. However the EMD deposited shall be retained and adjusted towards the Security deposit for the fulfillment of the job. The EMD will be forfeited by the company in case the successful bidder fails to execute the job as agreed.
 - c) EMD of the unsuccessful bidders shall be refunded after issue of Purchase Order to the successful bidder.
7. **MSME or NSIC:** Bidder registered with **MSME or NSIC** should submit their respective certificate along with the Bid
8. **Bidder Qualification Criteria (BQC):**

A) Technical:

| Sl. No | Technical Criteria | Documentary Evidence required |
|--------|---|--|
| 01. | The Bidder should be a Manufacturer / Dealer of Liquid Nitrogen | Manufacturing License / Dealership / Authorization Certificate |
| 02. | Bidder should have the experience of manufacturing/ dealing and supplying of similar type of materials as mentioned above | Copies of previous Purchase Order. |

B) Others:

i) Bidder has to submit their acceptance / response for the terms in the format given below:-

| Sl. No. | Terms | Bidder's acceptance / response | | | | | | |
|---------|---|--------------------------------|--|------|--|------|--|--|
| 01. | The validity of the offer shall be 120 (One Hundred Twenty) days from the date of opening of Tender. | | | | | | | |
| 02. | The bidder should provide – i) Name of contact person : ii) Contact mobile number : iii) E-mail address : iv) Correspondence address : | | | | | | | |
| 03. | Delivery Period: Material is very urgently required, bidders are requested to quote their minimum possible delivery period Delivery of goods shall be based on FOT dispatch point basis. The date of lorry receipt (LR) shall be considered as the date of delivery. | | | | | | | |
| 04. | The bidder must submit copy of PAN and GST Regn. No. etc as required issued by the appropriate Govt. Authority | | | | | | | |
| 05. | GST Rate: <table border="1" style="width: 100%;"> <tr> <td>IGST</td> <td></td> </tr> <tr> <td>CGST</td> <td></td> </tr> <tr> <td>SGST</td> <td></td> </tr> </table> | IGST | | CGST | | SGST | | |
| IGST | | | | | | | | |
| CGST | | | | | | | | |
| SGST | | | | | | | | |

N.B: All the above terms should be submitted along with Technical Bid with bidder's seal and signature



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9. Rejection Criteria:

i) Bidders must furnish self certified relevant documents/information in support of their credentials to the BQC along with offer, failing which their offer shall be summarily rejected.

ii) The provisions of following clause of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be rejected outright.

a) Earnest Money Deposit

iii). Incomplete and non-conforming bids will be rejected outright.

iv). Pricing information shall NOT be included in the technical part of the Tender. Tenderers shall ensure that no pricing information of any type is shown in their Technical Bid. The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.

10. The bidder should quote their rates as per Price Schedule provided along with the NIT.

11. The prices quoted shall be firm. The prices and amounts entered in Price Bid shall represent the Bidder's offer generally in accordance with the requirement.

12. Any amendment or modification of Tender documents will be notified in the website <https://assamtenders.gov.in/nicgep/app>. The same will be binding on the Bidders. APL may, at its discretion, extend the date of submission of tender.

13. Bidders are advised to ensure that their bids are complete in all respects and conform to the purchaser's terms & conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

14. Bidders are advised not to take any exception / deviations to the bid document. Still, if exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may be rejected outright.

15. All corrections and alterations, if any, in the entries of tender paper shall be signed in full and stamped by the tender with date. No erasers or overwriting are acceptable.

16. Bids are to be submitted online on e-procurement website <https://assamtenders.gov.in/nicgep/app>, in two parts along with scan copies of required documents, Tender fee & EMD.

17. Original copies of the documents, Tender Fee & EMD shall be submitted within 7 (seven) days from the date of opening of Technical Bid and addressed to:-

Dy. General Manager (C&P)

Assam Petro-chemicals Limited,

Namrup, P.O. Parbatpur,

Dist. Dibrugarh, Pin-786623, Assam, India.

E-mail ID: borah.nb@assampetrochemicals.co.in / dey.uttam@assampetrochemicals.co.in / pkphukanapl@gmail.com

18. Assam Petro-chemicals Limited will first open the 'Technical Bid' and if found in compliance then 'Price Bid' will be opened.

19. No request for extension of Bid closing date & time will be entertained. However, APL at its discretion may extend the Bid closing date and/or time. In case bid closing date is extended, same will be notified through Corrigendum in e-tendering procurement website <https://assamtenders.gov.in/nicgep/app>

20. Modifications to bids received after the bid closing time/ date will not be considered.

21. Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.

22. Assam Petro-chemicals Limited does not bind itself to accept the lowest tender and reserve the right to accept / reject / split any or all the tender without assigning any reason whatsoever.

23. No interest will be payable on the Earnest Money or Security Deposit or any other amount payable to the Supplier under this Contract.

Regd. Office: 4th Floor, Orion Place

Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati, Assam-781005

Phone/Fax: (0361) 2461470/2461471/2461594

Email: aplguw@bsnl.in Web: www.assampetrochemicals.co.in



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24. Bidder shall bear all costs and expenses associated with the preparation and submission of bid. Assam petro-chemicals limited, hereinafter to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

25. Conditional bids are liable to rejection at the sole discretion of the Company.

26. Bidders must quote clearly and strictly in accordance with the Price Bid uploaded in the website <https://assamtenders.gov.in/nicgep/app> otherwise the bid will be rejected. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

27. COMMERCIAL TERMS:

1) **Price Basis:** Price basis can be Ex-works or FOT destination. Bidders should specify the responsibility of Transit Insurance. For Ex-Works, bidder has to quote for transportation upto APL, Namrup.

2) **GST:** Bidder has to mention the rate of percentage of GST and submit their GST Registration Certificate ID, GST ARN No. etc. along with the bid. Further, during the supply of material, bidders are requested to incorporate our GST No. **18AABCA6913A1Z6** in their Tax Invoice in order to avail the benefit of GST.

3) **TRANSPORTATION: All responsibilities regarding transportation shall be in the scope of the supplier. Transporter available and having godown in our area are M/s ARC Ltd., Ms TCI Express, M/s TCI Freight, M/s ATC (Assam) Pvt. Ltd, M/s ABC Ltd and M/s DARCL.**

4) **Payment terms: i)** No advance shall be paid **ii)** 90% (ninety percent) payment will be made within 30 days after receipt & acceptance of materials. The remaining 10% (ten percent) will be kept as Security Deposit. The Security Deposit will be released after expiry of the guarantee period OR remaining 10% payment will be released against submission of Performance Bank Guarantee within 15 days after receipt of confirmation of PBG from issuing Bank. **Note: All the above terms (under Sl. No. 27) should be specified along with Technical Bid.**

28. The delivery period of the entire order shall be deemed to be essence of the contract. In case of delay in execution beyond stipulated 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.

29. **Delivery Challan should be submitted along with supply mentioning the material unit rate, HSN code and rate of GST.**

30. **Applicability of Law & Jurisdiction:** The order 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.

31. **Cancellation of Tenders:** APL reserves the right of rejection any or all bids or accepting any bid in part, without assigning any reason there off and without any financial implication on APL, What so ever.

32. **GST TDS deduction from bill:** With reference to the provision of Section 51 of GST, an amount equivalent to **2% (1% CGST, 1% SGST or 2% IGST)** of Taxable value of supply is to be **deducted as GST TDS** if the taxable value of a single W/O or P.O. **exceeds the value of Rs. 2.50 Lakhs before GST.**

33. **TDS on purchase of Goods:** As per new provision vide Sec 194Q for Tax Deduction at Source (TDS) on the purchase of goods **Income Tax will be deducted @ 0.1% on the purchases of goods, if the purchases exceed Rs 50 lacs in a financial year.** This provision is applicable w.e.f. 1st July 2021.

34. **Defect liability period / warranty period** is to be mentioned.

Sd/-

MANAGING DIRECTOR



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Annexure – 1

PROFORMA FOR EMD

In consideration of Assam Petrochemicals Limited, having its Registered Office at 4th Floor, Orion Place Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati, Assam-781005 India (hereinafter called ' the Owner' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s (Hereinafter called 'the said Tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. for hereinafter called 'the said Tender' of such earnest money deposit for the due fulfillment by the said Tenderer(s) of the terms and conditions contained in the said tender..... foron production of bank guarantee for an amount of Rs. only.

We Bank hereinafter referred to as 'the bank' do hereby undertake to pay to the owner and amount not exceeding Rs. only against any loss or damage caused to or suffered or would be caused to or suffered by the said owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

1.We..... Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender or by reason of the said Tenderer's failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. only.

2.We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer(s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

3.We _____ Bank undertake not to revoke this guarantee during the currency except with the previous consent of the Owner in writing. Upon expiration of this Guarantee, this document is to be returned to the Bank for cancellation.



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4. NOTWITHSTANDING anything contained hereinabove,

a. Our liability under this guarantee shall be restricted to an amount of Rs. only.

b. This guarantee shall be valid upto _____.

c. The Bank shall be released and discharged from all liability under this guarantee unless a written claim or demand is received by the Bank on or before _____.

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has fully power to do so.

dated..... day of..... 20.....

Corporate seal for bank



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ANNEXURE - A

Format of undertaking by Bidders towards submission of authentic information/ documents

(To be typed on the letter head of the bidder)

Ref No. _____

Date: _____

Sub: Undertaking of authenticity of information / documents submitted

Ref: Your Tender No. _____

Dated _____

To

DGM (C&P)

C&P Department

Assam Petro-Chemicals Limited

P.O. Parbatpur – 786623,

Namrup

Sir,

With reference to our quotation against above referred tender, we hereby undertake that no fraudulent information / manipulated documents have been submitted by us.

We take full responsibility for the submission of authentic information/ documents against the above mentioned bid.

We also agree and undertakes that during any stage of the tender/contract agreement, in case any of the information/ documents submitted by us are found to be false/forged/fraudulent/manipulated, APL has absolute right to reject our bid at any stage including forfeiture of our EMD and or / PBG and /or cancel the award of contract and / or carry out any penal action on us, as deemed fit.

Your's faithfully

For (type name of the firm here)

Signature of Authorized signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix Seal here)

Regd. Office: 4th Floor, Orion Place

Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati, Assam-781005

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