



CHAPTER – 3

LIST OF ANNEXURES

| Sl No | Annexure Nos. | Details of the Annexure |
|-------|---------------|---|
| 1 | Annexure-1 | PROFORMA FOR EMD |
| 2 | Annexure-2 | FORM OF BANK GUARANTEE FOR SECURITY AND PERFORMANCE |
| 4 | Annexure-3 | FORM FOR BANK GUARANTEE FOR ADVANCE PAYMENT |
| 5 | Annexure-4 | PRICE SCHEDULE |
| 6 | Annexure-5A | CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013 WITH PRICE BID |
| 7 | Annexure-5B | CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013 WITH UN-PRICED BID |
| 8 | Annexure-6 | PROFORMA FOR EXCEPTIONS/DEVIATIONS |
| 9 | Annexure-7 | PROFORMA FOR EXPERIENCE / TRACK RECORD |
| 10 | Annexure-8 | PROVENNESS OF TECHNOLOGY |
| | Annexure-9 | PROFORMA FOR CONCURRENT COMMITMENT OF THE BIDDER |
| 11 | Annexure-10 | PROFORMA FOR SITE ORGANOGRAM |
| 12 | Annexure-11 | PROFORMA FOR CONTRACT AGREEMENT |
| 13 | Annexure-12 | INTEGRITY PACT |
| 14 | Annexure-13 | PROFORMA FOR BID SUBMISSION LETTER |
| 15 | Annexure-14 | PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING PRE-BID MEETING |
| 16 | Annexure-15 | PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING TECHNICAL BID OPENING AND PRICE BID OPENING |
| 17 | Annexure-16 | PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING |
| 18 | Annexure-17 | LETTER OF BID |
| 19 | Annexure-18 | DECLARATION CERTIFICATE |

NOTE :-

- a) Annexures must be submitted accordingly as per the requirement of the ITB.



Annexure-1

PROFORMA FOR EMD

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, Mahaprabhu Srimanta Sankardev Path (Previous G.S. Road), Guwahati-5, Assam, 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. / USD X0,000/- (Rupees /USD xx only).

We Bank hereinafter referred to as ‘the bank’ do hereby undertake to pay to the owner and amount not exceeding Rs. / USD X0,000/- (Rupees /USD xx 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. / USD X0,000/- (Rupees /USD xx 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 authorized 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.

4. NOTWITHSTANDING anything contained hereinabove,

a. Our liability under this guarantee shall be restricted to an amount of Rs. / USD X0,000/- (Rupees /USD xx 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 _____ (claim period to be 30 days after expiry of Validity).

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



Annexure-2

FORM OF BANK GUARANTEE FOR SECURITY AND PERFORMANCE

Beneficiary: Assam Petro-chemicals Limited

Bank Guarantee No. [.....●]

THIS DEED OF GUARANTEE is executed on this [.....*insert day*] day of [.....*insert month and year*] at [.....*insert place*] by [.....**INSERT NAME OF BANK**] having its head/registered office at [.....*insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ASSAM PETRO-CHEMICALS LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at 4th Floor, Orion Place Bhangagarh, Mahaprabhu Srimanta Sankardev Path (Previous G.S. Road), Guwahati 781005, (hereinafter referred to as "**Owner**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

- A. Owner has entered into an Engineering, Procurement and Construction Contract dated [.....■] (the "**Contract**") with [.....*insert name of Contractor*], a company incorporated under the Indian Companies Act, 1956 and having its registered office at [.....■] (the "**Contractor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.
- B. In terms of the Contract, the Contractor is required to furnish to Owner, an unconditional, irrevocable, on demand bank guarantee for an amount equal to 10% of the Contract Price as security for due and punctual performance/discharge of the Contractor's obligations under the Contract for the Contract Validity Period.
- C. At the request of Owner and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- 1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.



2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to Owner the payment in full of all amounts at any time that may be due, owing or payable to Owner from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from Owner.

The Guarantee is given in consideration for consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount of Rs. [.....*insert amount*] (the "**Guaranteed Amount**").

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by Owner against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Owner receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to Owner sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from Owner stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by Owner and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that Owner first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.



5. In order to give effect to this Guarantee, Owner shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or Owner):
 - (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, Owner or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Contractor or by any failure by Owner to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to Owner on demand.
7. So long as any sum remains owing by the Contractor to Owner, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any such other Person in competition with Owner. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for Owner.



8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Contract Validity Period i.e., up to midnight of {..... *insert date* } plus additional 90 days to enable claims to be made i.e., up to midnight of {..... *insert date* }, unless discharged/ released earlier by Owner in accordance with the provisions of the Contract. No claim made after such date shall be valid against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from Owner (such notice to be issued promptly upon such occurrence).

9. The Guarantor represents and warrants to Owner that:
 - (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or Owner, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of Owner in exercising any right, power or privilege hereunder and no course of dealing between Owner and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which Owner would otherwise have. No notice



to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of Owner to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with Owner to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and Owner shall constitute a single binding agreement.
15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.
16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Guwahati, Assam.
17. Owner may assign or transfer all or any part of its interest herein to any other person with Prior notification to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of Bank*] Bank by hand

Name:

Designation:



Annexure-3

FORM FOR BANK GUARANTEE FOR ADVANCE PAYMENT

This guarantee No made this.....day of Month of 2017, between, A bank incorporated and having its registered office at (hereinafter called BANK), which expression shall unless repugnant to the context of contrary to the meaning thereof include its successors and permitted assignees, on the one part, and A.P.L., a Government of Assam Undertaking having its registered office at Guwahati, Assam, India (hereinafter called OWNER), which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and permitted assignees, of the other part.

1. WHEREAS in clause of CONTRACT dated _____ (hereinafter called CONTRACT) between OWNER and _____, a company incorporated (hereinafter called CONTRACTOR), which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and permitted assignees, for supply of know- how, process design and for setting up of 200 TPD Formaldehyde Plant along with its side facilities. Services of detailed engineering, erection supervision, and commissioning and guarantee test run for OWNER'S 200 TPD Formaldehyde Plant of APL at Western Assam in the State of Assam, India as envisaged in CONTRACT, it is stipulated that the sum of Rs ____ Shall be paid by OWNER as an advance within 30 (thirty) DAYS from signature of CONTRACT against Bank Guarantee of amount payable to CONTRACTOR.

2. WHEREAS in fulfillment of said CONTRACT and against the payment of said advance by OWNER, CONTRACTOR has agreed to furnish a Bank Guarantee as hereinafter contained.

3. In consideration of the above, BANK hereby unconditionally guarantees as a direct responsibility to pay to OWNER any amount up to a total sum of Rs _____

4. BANK shall effect payment under this Letter of Guarantee immediately upon OWNER's written request stating that CONTRACTOR did not fulfill its contractual. obligations, without recourse to CONTRACTOR and without demur or protest, merely upon demand by OWNER. The decision of OWNER as to whether the terms and conditions of guarantee have been observed or not shall be final and binding on BANK.

5. In any case, however, BANK's responsibility under this Letter of Guarantee is limited to the above mentioned sum of Rs _____. This Letter of guarantee comes into force as soon as the advance payment of the sum of Rs. _____ has been received by BANK in favour of CONTRACTOR.



6. This letter of guarantee shall be initially valid for a period of 24 (twenty four) months from the date of receipt by BANK of the amount indicated in paragraph 1 of this letter of guarantee.

7. In the event of force majeure according to CONTRACT the validity of the present letter of guarantee shall be extended for a period to be mutually agreed upon. This guarantee shall be in addition to , and shall not affect or be affected by, any other security now or hereafter held by OWNER, and OWNER, at its discretion and without any further consent from BANK and without affecting OWNER'S right against BANK, may compound with or give time or other indulgence to or make any other arrangement with CONTRACTOR and nothing done or omitted to be done by OWNER in pursuance of any authority contained in this letter of Guarantee shall affect or discharge the liability of BANK.

8. Unless previously cancelled by OWNER or extended as aforesaid, this letter of guarantee will remain in force up to 24 (twenty four) months from EFFECTIVE DATE of this letter of Guarantee and will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Guarantee is made on BANK in writing 6 (six) months from the date of the expiry of this letter of Guarantee, all the rights of OWNER against BANK shall be relieved and discharged from all liabilities hereunder.

9. BANK declares that it has the power to issue this letter of Guarantee and the undersigned have full power to do so.

10. This letter of Guarantee shall be returned to BANK after its expiry in terms of paragraph 8 above.



Annexure-4

PROFORMA FOR PRICE SCHEDULE

| Sr. No. | CONTRACTOR'S SCOPE OF WORK | LUMPSUM FEES | |
|---------|--|--------------|----------------|
| | | INR | \$ (if quoted) |
| 1 | Payment against License and Know how | | |
| 2 | Payment against Basic / Design engineering | | |
| 3 | Payment against Detailed engineering | | |
| 4 | Payments against supply of Indigenously procured Items | | |
| 5 | Payments against supply of imported items | | |
| 6 | Payments against supply of Proprietary items | | |
| 7 | Payments against Erection and Construction | | |
| 8 | Payments against Pre - commissioning, Commissioning, PGTR. | | |
| Total | | | |

INSTRUCTIONS FOR PRICE SCHEDULE:

1. The ORIGINAL copy of this PROFORMA duly completed, signed and stamped is required to be submitted with the PRICE BID only and shall NOT contain any conditions/ deviations whatsoever.
2. 2nd copy of this Performa as used in the Price Bid duly completed, signed and stamped but without mentioning quoted lump sum /percentage price shall be submitted in the Unpriced BID (part I of the BID) without filling out the Prices /amount/rates but indicating "Quoted" against Sl. No. 1 - 8
3. Refer Clause 9 for Taxes and duties details and quotes prices shall be in-line with the requirements mentioned in the clause.
4. Bidders are advised to read carefully and understand all the requirements of the WORK and terms & conditions of the BID DOCUMENTS before completing this Performa.
5. The CONTRACT PRICE shall remain firm and fixed till the issue of ACCEPTANCE CERTIFICATE and shall not be subject to escalation and shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing and completing the WORK.
6. Both Part-I and Part-II will be considered for price evaluation and award of contract.



7. OWNER/ OWNER representative reserve the right to cancel/ delete/ curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.

8. Indian Bidders shall quote prices in Indian Rupees only (INR) and foreign bidders shall quote prices in US Dollars (USD) only.



Annexure-5A

(ORIGINAL COPY TO SUBMIT WITH PRICE BID)

CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for Rs_____ for LSTK Contract for 200 TPD Formaldehyde Plant of APL to be entered into with ASSAM PETROCHEMICALS LIMITED (APL) For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE : SEAL OF THE COMPANY DATE SIGNATURE OF BIDDER

Note :

- 1) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 2) The original copy of the certificate duly completed, signed and stamped must be submitted with Price BID after filling in the value of the proposed CONTRACT.



Annexure-5B

(2nd COPY TO SUBMIT WITH UN-PRICED BID)

CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for Rs_____ for LSTK Contract for 200 TPD Formaldehyde Plant of APL to be entered into with ASSAM PETROCHEMICALS LIMITED (APL)

For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE : SEAL OF THE COMPANY DATE SIGNATURE OF BIDDER

Note :

- 1) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 2) The original copy of the certificate duly completed, signed and stamped must be submitted with Price BID after filling in the value of the proposed CONTRACT.



Annexure-6

PROFORMA FOR EXCEPTIONS / DEVIATIONS

NAME OF WORK : LSTK Contract for 200 TPD Formaldehyde Plant of APL

NAME OF BIDDER :

The BIDDER may stipulate exceptions/deviations to the Terms & conditions of BID DOCUMENT (if considered unavoidable ONLY) as per this pro forma.

| Sl. No. | Page No. | Clause No. | Subject Title | Exception Deviations taken by the taken by the Bidder | Price effect, if any for withdrawal of the exception / deviation |
|---------|----------|------------|---------------|---|--|
| | | | | | |

PLACE SEAL OF THE COMPANY DATE SIGNATURE OF THE BIDDER

NOTE:

- 1) BIDDER shall not leave the above pro forma blank while signing. In case no exceptions / deviations are taken the BIDDER shall write under the columns "NO EXCEPTIONS / DEVIATIONS".
- 2) In case the BIDDER leaves the above pro forma blank and un-signed, it will be presumed that all the terms & conditions of this BID DOCUMENT are acceptable to the BIDDER.
- 3) Exceptions / Deviations mentioned elsewhere in the BID shall not be considered.
- 4) Any deviations taken by the Bidder shall be brought out strictly in this format and shall be enclosed in Un-priced Bid.
- 5) Bidder's own terms and conditions, if any, mentioned elsewhere in the bid shall not be recognized and the same shall be treated as null and void.
- 6) Deviations, if any, taken to the Technical Terms & Conditions, shall result in either loading of prices or rejection of the offer.



Annexure-7

PROFORMA FOR EXPERIENCE / TRACK RECORD

| | |
|----------------|---|
| NAME OF WORK | LSTK Contract for 200 TPD Formaldehyde Plant of APL |
| NAME OF BIDDER | |

DETAILS OF SIMILAR WORKS COMPLETED

| Sl No. | Full postal address of the client | Nature of Work | Value of Contract | Scope of Complete Work | Actual date of Commencement of Work | Completion scheduled / Actual | Reasons of time / Cost overrun if any |
|--------|-----------------------------------|----------------|-------------------|------------------------|-------------------------------------|-------------------------------|---------------------------------------|
| | | | | | | | |



Annexure-8

PROFORMA FOR COMMERCIAL PROVENNESS OF TECHNOLOGY

DETAILS OF TECHNOLOGY SUPPLIED FOR JOBS SIMILAR TO THIS PROJECT

| Sl No | Licensor / Contractor | No. of Units installed using this technology / engineering which have been in operation at least for last 2 year continuously. | Performance of Unit | Client's Address |
|--------------|------------------------------|---|----------------------------|-------------------------|
| | | | | |

PLACE

SEAL OF THE COMPANY DATE

SIGNATURE OF THE BIDDER



Annexure-9

PROFORMA FOR CONCURRENT COMMITMENT OF THE BIDDER

| | |
|----------------|---|
| NAME OF WORK | LSTK Contract for 200 TPD Formaldehyde Plant of APL |
| NAME OF BIDDER | |

DETAILS OF CONCURRENT COMMITMENTS

| Name of Client | Description of Work | Value of Contract | Expected Date of Completion | Remarks |
|-----------------------|----------------------------|--------------------------|------------------------------------|----------------|
| | | | | |

PLACE

SEAL OF THE COMPANY DATE

SIGNATURE OF THE BIDDER



Annexure-10

PROFORMA FOR SITE ORGANOGRAM

NAME OF WORK : LSTK Contract for 200 TPD Formaldehyde Plant of APL

NAME OF BIDDER :

(The BIDDER is to indicate on a separate sheet the proposed Organogram for execution of the WORK. It is understood that this will be augmented from time to time depending on the requirements for timely completion of WORK).

| Sl No | Key Personnel of the organization handling the assignment | Name of the Officer | Qualification | Details of Experience relevant to Work | On roll of the Company since |
|-------|---|---------------------|---------------|--|------------------------------|
| | | | | | |

Total Strength of the company in engineering disciplines.

PLACE

SEAL OF THE COMPANY DATE

SIGNATURE OF THE BIDDER



Annexure-11

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of appropriate value)

CONTRACT

This CONTRACT NO _____ entered into this day of Two Thousand and Seventeen between Assam Petrochemicals Ltd, a company registered under companies Act,1956 have its registered office at Orion Place, Srimanta Shankardev Path (Previous G. S. Road), Guwahati (herein referred to as owner / APL) which expression shall include its successors and assignees) on the one part AND M/S hereinafter referred to as "CONTRACTOR" which expression shall include its successors and permitted assignees) on the other part.

WITNESSETH THAT

WHEREAS OWNER / APL desires to have consultancy services from the aforesaid CONTRACTOR on terms & conditions mentioned in this CONTRACT:

AND WHEREAS CONTRACTOR who has their own know how with resources for Performing such jobs has agreed to sign on technology supply 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) Letter of Intent (LOI) No _____
- (ii) Terms & Conditions of CONTRACT STATED IN ITB
- (iii) Certificate by the Contractor as per sec. 184/188 of Companies Act 2013.
- (iv) Scope of work for CONTRACTOR as per CONTRACT.
- (v) Technology, License supply, Basic & Detailed Engineering.
- (vi) Payment terms & procedure and Price Schedule.
- (vii) Guaranteed completion point.
- (viii) Performance guarantee and liabilities
- (ix) Performance Test
- (x) Guarantee for design and engineering liabilities
- (xi) Guarantee for equipments
- (xii) Acceptance of facilities
- (xiii) Limitation to liability



(xiv) A copy of CONTRACT SECURITY DEPOSIT.

(xv) Safety code and liabilities

2) For the scope of WORK as mentioned in the CONTRACT, APL shall pay to CONTRACTOR lump sum fee of Rs_____ (Rupees only), lump sum amount of Rs.....for the LSTK Contract for Formaldehyde Plant consisting of proprietary items, PERDIEM rates all as required and mentioned in the ITB for Completion and Successful Operation as defined of the Formaldehyde Plant rates of Rs /..... (Rupees / only).

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.

APL: Managing Director,
Assam Petrochemicals Ltd.
Regd. Office, 4th Floor, Orion Place, Srimanta Shankardev Path (Previous G. S. Road)
Bhangagarh, Guwahati-781005
Attention Shri

CONTRACTOR:
Attention Shri.

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._____

Signed for and on behalf of

SIGNATURE
NAME _____
DESIGNATION:

SIGNATURE
NAME _____
DESIGNATION:

PLACE:

PLACE:

DATE:
WITNESS:

DATE:

- 1.
- 2.



INTEGRITY PACT

Assam Petrochemicals Ltd., hereinafter referred to as “The Principal”, AND
..... hereinafter referred to as “The Bidder / Contractor”.

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 Contractor/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

- A. 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.
- A. 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.
- A. 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 / Contractor

- A. The Bidder / Contractor commits 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 / Contractor 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.
 - A. The Bidder / Contractor 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.
 - A. The Bidder / Contractor will not commit any offence under the IPC / PC Act; further the Bidder / Contractor 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.
 - A. The Bidder / Contractor 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 / Contractor 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.

- A. If the Bidder / Contractor 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 / Contractor 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 / Contractor 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

- A. 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/ Contractors):
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 / Contractor.

- (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 Contractor 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 / Contractor 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 / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.



Section 5 –Previous Transgression

A. 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 / Contractor 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 / Contractors / Sub-Contractors

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

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

(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 / Contractors / Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

A. 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 Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / 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 Contractor.
- (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 / Contractor 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

A. This agreement is subject to Indian Law. 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 Contractor 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/CONTRACTOR

WITNESS 1

WITNESS 2

Place : _____

Date: _____



Annexure-13

PROFORMA FOR BID SUBMISSION LETTER

Contractor's Ref. : _____

Date : _____

To,

Managing Director
Assam Petrochemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623

Contact Person: Mr. Atul Barman / Somnath Naha
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email:barman.ac@assampetrochemicals.co.in, naha.s@assampetrochemicals.co.in

Sub: Enquiry No- _____

Dear Sir,

With reference to the above invitation by APL we have examined the ITB and related annexure for the above WORK downloaded from your website. We hereby offer to provide the services in conformity with the said ITB conditions and related annexure as per terms and conditions specified in the BID DOCUMENT.

We undertake to carry out the work as per the time schedule in the ITB.

We understand that APL is not bound to accept the lowest of the BIDs received and may reject all or any BID without assigning any reason thereof.

We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the conditions of CONTRACT, this ITB together with your written letter of acceptance thereof (i.e. LETTER OF INTENT) in case our bid is accepted shall constitute a binding CONTRACT between us.

Yours faithfully,

Signature :

Name :

Company's name :

Address :

Dated :

Name of Directors / partners of the Company

(1)..... (2) (3)



Annexure-14

PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING PRE-BID MEETING

Bidder's Ref

Date :

TO,

**Managing Director
Assam Petrochemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623**

Contact Person: Mr. Atul Barman / Somnath Naha

Tel. No.: 0374-2500331

Fax. No.: 0374-2500231

Email:barman.ac@assampetrochemicals.co.in, naha.s@assampetrochemicals.co.in

Dear Sir,

We.....hereby authorize the following representative(s) to attend the Pre-bid Meeting against your ENQUIRY No _____

1. Name & Designation & Mobile no.Signature.....

2. Name & Designation & Mobile no.Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature.....

Name & Designation.....

For & on behalf of.....

NOTE:

I. This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

II. You must send this letter 48 hrs in advance to scheduled Pre-Bid Meeting as mentioned in the ENQUIRY. Non submission of this letter in stipulated time period will be considered as not willing to attend the Pre-Bid Meeting.

PRE BID MEETING VENUE:

ASSAM PETROCHEMICAL LIMITED,
APL Site, Namrup, Dibrugarh, Assam, India



Annexure-15

**PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING TECHNICAL BID
OPENING AND PRICE BID OPENING**

Ref

Date :

TO,

**Managing Director
Assam Petrochemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623**

Contact Person: Mr. Atul Barman / Somnath Naha
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email:barman.ac@assampetrochemicals.co.in, naha.s@assampetrochemicals.co.in

Dear Sir,

We.....hereby authorize the following representative(s) to attend the
..... (Un-priced / price bid) opening against your ENQ. No
_____.

1. Name & Designation.....Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature.....

Name & Designation.....

For & on behalf of.....

NOTE:

- I. This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- II. Only One representative will be allowed for attending price bid opening.
- III. Bidder's Representative shall carry this letter and submit it to APL / CLIENT at the time of Bid opening.



PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern

I hereby declare that neither I in the name of my Proprietary concern M/S.....which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Client, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we, M/Ssubmitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list declared by Client , except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declared that we have not been placed on any holiday list or black list declared by Client, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular, Client, 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 :.....

Signature of the Bidder.....

Date :.....

Name of the Signatory



Annexure-17

Format of Letter of Bid (LOB)
LETTER HEAD OF BIDDER

To,
The Managing Director
Assam Petro-Chemicals Limited
P.O.Parbatpur, Namrup
Dist Dibrugarh (Assam) 786623

Sub: Letter of Bid for Setting-up of **200 TPD** Formaldehyde Plant in **Western Assam (Boitamari) LSTK basis**

Ref: Tender Reference No._____. Tender ID No: _____

Dear Sirs,

I/We offer to bid for Setting-up of **200 TPD** Formaldehyde Plant in **Western Assam (Boitamari) LSTK basis** as per our offered rate/price in accordance with the conditions of the NIT/ITB document as available in the website.

This Bid and your subsequent Work/Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the ITB/NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against Assam Petro-Chemicals Limited.

DSC Holder

If the bidder himself is the DSC holder bidding on-line then no document is required.

However, if the DSC holder is bidding online on behalf of the bidder then the scanned copy of Power of Attorney duly notarized on a non-judicial stamp paper of Rs 10 as per format mentioned on next page shall be uploaded along with this Letter of Bid on second page.

- 1.Name of Authorized Signatory :
- 2.Type of Authorization :
- 3.Name of the Bidder :
- 4.Address :
- 5.e-Mail Address :
- 6.Mobile/Telephone Number :



7. FAX Number:
8. GST Registration No.:
9. Industry Type:
10. Permanent Account Number _____

11. Particulars of bank:

Date from which the mandate should be effective.

Bank Name

Branch Name

Branch Place

Branch City

PIN Code

Branch Code (IFSC)

MICR No.

(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank.

Please upload Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & Account number)

RTGS CODE

Account

Type Saving

Current

Cash

Credit

Account Number (as appearing in Cheque Book):

12. We certify that our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's in last 3 (three) years.

13. The items covered in supply order copies enclosed with our offer have been fully executed without any complaint on account of performance of the products

14. I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

15. We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.

Place:

Date:

Yours faithfully,

(Signature of Bidder **OR** Authorized person of bidder **OR**
DSC Holder bidding online with authorization from bidder



ON THE LETTER HEAD OF THE BIDDER

DECLARATION CERTIFICATE

We do hereby declare that the contents of the offer submitted vide No. _____ against this tender (Tender ID No. _____ dated _____) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment /information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

I. I/WePartner/ Legal Attorney/ Proprietor / Accredited Representative of M/s..... Declare that we are submitting our tender to provide insurance coverage for the project as per ITB/NIT vide our offer No..... dated

II. The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.

III. All documents/credentials submitted along with the tender are genuine, authentic, true and valid.

IV. If any information or document submitted ON LINE is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date

Signature of the Bidder

Seal of the Firm