



**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

**Tender Document**

**For**

**EXECUTION OF MAINTENANCE CONTRACT OF 500TPD  
METHANOL PLANT INCLUDING GANTRY AND BATCHING  
PLANT AREA**

**Tender No. APL/C&P/Proj/Civil/23-24/181**



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

Ref.No. APL/C&amp;P/PROJ-CIVIL/2023-24/181

Dated : 27/07/2023

**NOTICE INVITING TENDER**

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

Name of Work	Earnest Money	Tender Processing Fees
EXECUTION OF MAINTENANCE CONTRACT OF 500TPD METHANOL PLANT INCLUDING GANTRY AND BATCHING PLANT AREA	<b>Rs 29,100.00</b>	<b>Rs 290/-</b>

<b>BID DOCUMENT ISSUE PERIOD</b>	From 15:00 Hrs on dt. <b>28/07/2023</b> up to 16:00 Hrs on dt. <b>10/08/2023</b>
<b>LAST DATE OF BID SUBMISSION</b>	Up to 15:00 Hrs on dt. <b>10/08/2023</b>
<b>BID OPENING DATE</b>	At 15:00 Hrs on dt. <b>11/08/2023</b>
<b>BID SUBMISSION</b>	In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
<b>AVAILABILITY OF TENDER DOCUMENTS</b>	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

Sd/-  
Managing Director

## 1. INTRODUCTION

- 1.1. Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formaldehyde Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major Petrochemicals Complex in the region.

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

- a. The scope of work shall comply/carry out annual maintenance job for 500 TPD Methanol plant including Gantry area & Batching Plant area.
- b. The Contractor's scope of work shall cover furnishing all materials, handling of material, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works, including all surveying and setting out necessary for the works including transfer of levels from existing available bench mark and clean-up of working areas after completion of the works.
- c. The works are to be carried out at the location 500 TPD methanol Plant site including Gantry & batching plant area **OR** as directed by the Engineer-In-Charge. The bidder may visit the site to get acquainted with the existing site condition and to assess the amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.
- d. The major item of work shall consists of cleaning the working site, earth work excavation, backfilling, sand filling, Brick work including brick soling, Plastering, PCC 1:3:6, PCC 1:2:4, RCC M20 grade concrete or 1:1½:3, shuttering works, Scaffolding works, Reinforcement work, Structural steel work, Pre-coated galvalume sheet roofing including ridging, painting, Aluminium work (door, window, ventilator & partition work including accessories), Aluminium grill, Pre-laminated particle board, 62mm CC flooring, demolishing RCC works, Indian/Orrisa pan water closet, European type water closet & Urinal basin including flushing cistern, Wash basin, PVC rain water pipe, PVC flush Door, Structural steel work, CC Flooring 1:2:4, Ceramic glazed tiles, Vitrified floor tiles, Synthetic enamel paint, cement primer, acrylic distemper, Mirror, GI pipe 15 mm & 40 mm dia, CPVC pipes, Gypboard ceiling work including fixing accessories, Water proofing treatment using bituminous felt and APP, Pre-coated iron profile, Aluminium fitting fixings Sliding door bolts, door handles & mortice lock vertical type, GI chain link fencing, Temporary shed of height of 3.5 M, M40 grade concrete paver block work-80 mm & 60

mm, GSB Granular Sub-base material, WBM (Water bound macadam), Surface dressing, Hiring excavator, Hydra 15 MT & truck 5.50 Cum capacity/ 10MT, Skilled workers etc.

- e. The bidders have to submit test report of construction material as desired by Engineer-In-Charge.
- f. Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.
- g. At the time of handing over of completed work to the Department, make in good of all the damages during removing of existing pipeline by the contractor to the satisfaction of the Engineer-In-Charge of the Department. Nothing extra shall be payable to the contractor.
- h. The construction area will be in the entire project site including Gantry & Batching plant area or as directed by Engineer-In-Charge of the Department.
- i. No electricity will be provided to the bidder if necessary, the bidder has make own arrangement of electricity.
- j. Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Contractor, at his own cost and time. All the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.
- k. Contractor has to ensure that sufficient water is available at site for proper execution of work at his own cost.
- l. The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.
- m. Unless otherwise specified in the schedule of quantities, the rate of all items of work shall be considered as inclusive of pumping out or bailing out of water from all depth if required for which no extra payment shall be made. This will include water encountered from any source, such as rain, flood, high sub-soil water table, seepage whatsoever etc.
- n. Contractor should make all arrangement for survey, levelling works etc and nothing shall be payable on this account.
- o. All works shall be carried out in accordance with the technical specifications of this document and as directed by Engineer-In-Charge.
- p. Contractor may store all construction materials, equipment, tools and tackles at site at his own risk and cost. All the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.
- q. The Contractor is required to strictly follow all the rules and regulations of Government of India and State of Assam and all local rules and bye-laws, etc.

- r. The Contractor is required to strictly follow all the rules and regulations of Safety such as to obtain day to day safety permit from concern dept. etc.
- s. Bidder shall provide necessary barricading while carrying out the construction works if required.
- t. The labour colony shall be provided by the Contractor outside the plot premises at his own cost.
- u. Construction power and Construction water shall be arranged by the contractor at his own cost. If Contractor has to set up a DG (Diesel Generator); it has to be as per the Local Statutory Norms.
- v. Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.
- w. There is no free issue material to the contractor except item no -30 as per BOQ (Structural steels as mentioned in the items).
- x. Contractor shall ensure local participation to the extent possible for execution of works.
- y. Owner reserves the right to split the contract; however the rates/ prices shall remain valid.
- z. Handing over the site to the complete satisfaction of the Engineer-In-Charge/ Owner.
- aa. The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.
- bb. During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the Corporation & planned by the Contractor, due to the reasons attributable to the Contractor; suitable action shall be taken as per relevant clauses mentioned in General Conditions of Contract.
- cc. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
- dd. The Contractor shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by APL at no extra cost.
- ee. **The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. For any damage to the Existing Structures of APL the Contractor shall be held responsible.**

### **3. Technical specifications :**

#### **3.1. CEMENT**

The CONTRACTOR shall arrange to supply 43/53 grade OPC (Ordinary Portland Cement) or PPC Cement from time to time. Necessary tests on cement, if required and as directed by ENGINEER shall be done by CONTRACTOR at his own cost. CONTRACTOR shall make available adequate shuttering and staging materials and make sufficient fabrication arrangements. No delays and extra claims shall be entertained by APL on this account. CONTRACTOR shall make temporary arrangement for storage of the Cement at his own cost. The location for this storage shall be as directed by ENGINEER/OWNER. If the space available within the OWNER's plot premises is limited, the CONTRACTOR shall make his own arrangement for storage of cement. (Brand of Cement: Dalmia, ACC, Ambuja)

#### **3.2. CONCRETE**

- (a) All the structural concrete of grade M20 shall be of Design Mix Concrete or as instructed by EIC. Grade of concrete will be indicated in the respective drawings. All concrete shall be dense and water tight and with finish as specified. CONTRACTOR shall exercise great care while designing the concrete mix and executing the works to achieve the desired result.
- (b) The minimum cement content for M20 Concrete Grade of Concrete shall be as per the relevant IS Codes.
- (c) Mix Design is necessary for Concrete. However preliminary tests & works tests shall be carried out as per IS:456.
- (d) Before concrete is actually placed in position, the inside of the formwork shall be cleaned and mould oil applied, inserts and reinforcement shall be correctly positioned and securely held, necessary openings, pockets, etc. Provided.
- (e) All arrangements-formwork, equipment and proposed procedure, shall be approved by ENGINEER. CONTRACTOR shall maintain separate Pour Card for each pour as per the format enclosed.
- (f) Before resuming concreting on a surface which has hardened all laitance and loose aggregates shall be thoroughly removed by wire brushing and/ or hacking, the surface washed with high pressure water jet and treated with thin layer of cement slurry for vertical joints and a 15 mm thick layer of cement sand mortar for horizontal joints, the ratio of cement and sand being the same as in the concrete mix.
- (g) When concreting is to be resumed on a surface, which has not fully hardened, all laitance shall be removed by wire brushing, the surface wetted, free water removed and a coat of cement slurry applied. On this a layer of concrete not exceeding 150 mm thickness shall be placed and well rammed against the old work. Thereafter work shall proceed in the normal way.
- (h) Approved epoxy Bonding agent, for bond between old (say 28 days or more) and new concrete may also be used as per manufacturer's specifications.

#### **3.3. FORM WORK**

Form work for the slabs and columns shall be adequate in quantity so as to meet the proposed schedule. Multiple sets of formwork shall be kept ready if required. A detailed plan of fixing the shuttering, laying of concrete and de shuttering after desired period shall be prepared. Exclusively new shuttering shall be procured & used for the proposed work at this site. The formwork and staging shall be sufficiently strong to carry dead loads of slabs, movement of people, vibrations due to machinery etc. All the staging arrangement, struts, jacks, ties and beam frames shall be capable of carrying the loads at all heights corresponding to this thickness.

- (a) Formwork shall be all inclusive and shall consist of but not limited to shores, bracings, sides of footings, walls, beams and columns, bottom of slabs, etc. including ties, anchors, hangers, inserts, false work, wedges, etc.

- (b) The design and engineering of the formwork as well as its construction shall be the responsibility of CONTRACTOR. However, if so directed by ENGINEER, the drawings and calculations for the design of the formwork shall be submitted to ENGINEER for approval.
- (c) Formwork shall be designed to fulfil the following requirements:
- (d) Sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and appropriate to the methods of placing and compacting.
- (e) Capable of providing concrete of the correct shape and surface finish within the specified tolerance limits
- (f) Capable of withstanding without deflection the worst combination of self weight, reinforcement and concrete weight, all loads and dynamic effects arising from construction and compacting activities, wind and weather forces.
- (g) Capable of easily striking without shock, disturbance or damage to the concrete.
- (h) Soffit forms capable of imparting a camber if required.
- (i) Soffit forms and supports capable of being left in position if required.
- (j) Capable of being cleaned and/or coated if necessary immediately prior to casting the concrete; design temporary openings where necessary for these purposes and to facilitate the preparation of construction joints.
- (k) The formwork may be of lined timber, waterproof / plastic coated plywood, steel, plastic depending upon the type of finish specified. Sliding forms and slip form may be used with the approval of ENGINEER. Timber for formwork shall be well seasoned, free from sap, shakes, loose knots, worm holes, warps and other surface defects. Joints between formwork and formwork and between formwork and structure shall be sufficiently tight to prevent loss of slurry from concrete using foam and rubber seals.
- (l) The faces of formwork coming in contact with concrete shall be cleaned and two coats of approved mould oil applied before fixing reinforcement. All rubbish, particularly chippings, shavings, sawdust, wire pieces, dust etc. shall be removed from the interior of the forms before the concrete is placed. Where directed, cleaning of forms shall be done by blasting with a jet of compressed air at no extra cost.
- (m) Forms intended for reuse shall be treated with care. Forms that have deteriorated shall not be used. Before reuse, all forms shall be thoroughly scraped, cleaned, nails removed, holes suitably plugged, joints repaired and warped lumber replaced to the satisfaction of ENGINEER. CONTRACTOR shall equip himself with enough quantity of shuttering to allow for wastage so as to complete the job in time.
- (n) Permanent formwork shall be checked for its durability and compatibility with adjoining concrete before it is used in the structure. It shall be properly anchored to the concrete
- (o) CONTRACTOR shall provide adequate props of adjustable steel pipes carried down to a firm bearing without overloading any of the structures.
- (p) The shuttering for beams and slabs shall be so erected that the side shuttering of beams can be removed without disturbing the bottom shuttering. If the shuttering for a column is erected for the full height of the column, one side shall be built up in sections as placing of concrete proceeds or windows left for placing concrete from the side to limit the drop of concrete to 1.5 m or as directed by ENGINEER. CONTRACTOR shall temporarily and securely fix items to be cast (embedment/inserts) in a manner that will not hinder the striking of forms or permit loss of grout.
- (q) Formwork showing excessive distortion, during any stage of construction, shall be removed. Placed concrete affected by faulty formwork, shall be entirely removed and formwork corrected prior to placement of new concrete at CONTRACTOR's cost.
- (r) The striking time for formwork shall be determined based on the following requirements:
  - i) Development of adequate concrete strength;
  - ii) Permissible deflection at time of striking form work;



- iii) Curing procedure employed - its efficiency and effectiveness;
- iv) Subsequent surface treatment to be done;
- v) Prevention of thermal cracking at re-entrant angles;
- vi) Ambient temperatures; and Aggressiveness of the environment (unless immediate adequate steps are taken to prevent damage to the concrete).

### 3.4. BRICK WORK

- i. Bricks used in the works shall conform to the requirements laid down in IS 1077. The class of the bricks shall be as specifically indicated in the respective items of work.
- ii. The nominal size of the modular brick shall be 200mm x 100mm x 100mm with the permissible tolerances over the actual size of 190mm x 90mm x 90mm as per IS 1077. The nominal thickness of one brick and half brick walls using modular bricks shall be considered as 200 mm and 100 mm respectively. In the event of use of traditional bricks of nominal size 230mm x 115mm x 75mm with tolerance upto +3 mm in each dimension, one brick and half brick walls shall be considered as 230 mm and 115 mm respectively.
- iii. Bricks shall be sound, hard, and homogenous in texture, well burnt in kiln without being vitrified, hand/machine moulded, deep red, cherry or copper coloured, of regular shape and size & shall have sharp and square edges with smooth rectangular faces. The bricks shall be free from pores, cracks, flaws and nodules of free lime. Hand moulded bricks shall be moulded with a frog and those made by extrusion process may not be provided with a frog. Bricks shall give a clear ringing sound when struck and shall have a minimum crushing strength of 7.5N/sq.mm unless otherwise specified in the item.
- iv. The average water absorption shall not be more than 20 percent by weight upto class 7.5 and 15 percent by weight for higher classes. Bricks which do not conform to this requirement shall be rejected. Over or under burnt bricks are not acceptable for use in the works.
- v. Sample bricks shall be submitted to the ENGINEER for approval and bricks supplied shall conform to approved samples. If demanded by ENGINEER, brick samples shall be got tested as per IS 3495 by CONTRACTOR at no extra cost to OWNER. Bricks rejected by ENGINEER shall be removed from the site of works within 24 hours.
- vi. Mortar for brick masonry shall consist of cement and sand and shall be prepared as per IS 2250. Mix shall be in the proportion of 1:4 for brickwork of thickness one brick or above and 1:4 for brickwork of thickness half brick or below, unless otherwise specified in the respective items of work. Sand for masonry mortar shall conform to IS 2116. The sand shall be free from clay, shale, loam, alkali and organic matter and shall be of sound, hard, clean and durable particles. Sand shall be approved by ENGINEER. If so directed by the ENGINEER, sand shall be screened and washed till it satisfies the limits of deleterious materials.
- vii. For preparing cement mortar, the ingredients shall first be mixed thoroughly in dry condition. Water shall then be added and mixing continued to give a uniform mix of required consistency. Mixing shall be done thoroughly in a mechanical mixer, unless hand mixing is specifically permitted by the ENGINEER. The mortar thus mixed shall be used as soon as possible, preferably within 30 minutes from the time water is added to cement. In case, the mortar has stiffened due to evaporation of water, this may be re-tempered by adding water as required to restore consistency, but this will be permitted only upto 30 minutes from the time of initial mixing of water to cement. Any mortar which is partially set shall be rejected and shall be removed forthwith from the site. Droppings of mortar shall not be re-used under any circumstances.
- viii. The CONTRACTOR shall arrange for test on mortar samples if so directed by the ENGINEER.

### 3.5. WORKMANSHIP

- (i) Workmanship of brick work shall conform to IS: 2212. All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. The cement mortar for brick masonry work shall be as specified in the respective item of work. Brick work 200mm/230mm



thick and shall be laid in English Bond unless otherwise specified. 100mm/115mm thick brickwork shall be laid with stretchers. For laying bricks, a layer of mortar shall be spread over the full width of suitable length of the lower course. Each brick shall be slightly pressed into the mortar and shoved into final position so as to embed the brick fully in mortar. Only full size bricks shall be used for the works and cut bricks utilised only to make up required wall length or for bonding. Bricks shall be laid with frogs uppermost.

- (ii) All brickwork shall be plumb, square and true to dimensions shown. Vertical joints in alternate courses shall come directly one over the other and be in line. Horizontal courses shall be levelled. The thickness of brick courses shall be kept uniform. In case of one brick thick or half brick thick wall, at least one face should be kept smooth and plane, even if the other is slightly rough due to variation in size of bricks. For walls of thickness greater than one brick both faces shall be kept smooth and plane. All interconnected brickwork shall be carried out at nearly one level so that there is uniform distribution of pressure on the supporting structure and no portion of the work shall be left more than one course lower than the adjacent work. Where this is not possible, the work shall be raked back according to bond (and not saw toothed) at an angle not exceeding 45°. But in no case the level difference between adjoining walls shall exceed one metre. Brick-work shall not be raised more than one metre per day.
- (iii) During inclement weather conditions, newly built brick masonry works shall be protected by tarpaulin or other suitable covering to prevent mortar being washed away by rain.
- (iv) Brickwork shall be kept constantly moist on all the faces for at least seven days. The arrangement for curing shall be got approved from the ENGINEER.
- (v) Double scaffolding having two sets of vertical supports shall be provided to facilitate execution of the masonry works. The scaffolding shall be designed adequately considering all the dead, live and possible impact loads to ensure safety of the workmen, in accordance with the requirements stipulated in IS:2750 and IS:3696 (Part 1). Scaffolding shall be properly maintained during the entire period of construction. Single scaffolding shall not be used on important works and will be permitted only in certain cases as decided by the ENGINEER. Where single scaffolding is adopted, only minimum number of holes, by omitting a header shall be left in the masonry for supporting horizontal scaffolding poles. All holes in the masonry shall be carefully made good before plastering/painting.
- (vi) CONTRACTOR shall note that the unit rates quoted for the masonry work shall be deemed to include for the installation of miscellaneous inserts such as pipe sleeves, bolts, steel sections with anchors etc. and providing pockets, leaving openings, cutting chases etc. in accordance with the construction drawings. Miscellaneous inserts shall be either supplied FREE by the OWNER or to be furnished by the CONTRACTOR. Any of the miscellaneous inserts which are required to be fabricated and supplied by the CONTRACTOR and cement concrete to be provided in the pockets for the hold fasts of door/window frames etc. shall however, be measured and paid separately under the respective items of work.
- (vii) Measurement shall be in cu.m correct to two places of decimal for brickwork of thickness one brick i.e. 200mm/230mm and above. Measurement shall be in sq.m correct to two places decimal for facing brickwork and brickwork of thickness half brick i.e. 100mm/115mm and below. Measurement shall be for the quantities as actually executed duly deducting for openings, lintels, transoms/mullions etc. All concrete works shall be measured and paid for separately under the respective items of work.

### **3.6. STRUCTURAL STEEL WORKS**

#### **a) Fabrication Yard:**

The CONTRACTOR shall make at his own cost the arrangement for the structural steel fabrication yard.

#### **b) Painting On Steel Structure**

Surfaces to be painted on steel structure shall be as per Engineer in-Charge.

c) Fabrication Drawings

CONTRACTOR shall prepare detailed fabrication and erection drawings if necessary based on the design drawings furnished by ENGINEER as called for in component specification "Fabrication of Structural Steel". Fabrication shall be taken up only after ENGINEER's approval of the drawings

**3.7. EXCAVATION**

All excavation work shall be carried out by mechanical equipment unless, in the opinion of the ENGINEER, the work involved and time schedule permit manual work. Excavation for permanent work shall be taken out to such widths, lengths, depths and profiles as are shown on the drawings or such other lines and grades as may be specified by the ENGINEER. Rough excavation shall be carried out to a depth 150 mm above the final level. The balance shall be excavated with special care. Soft pockets shall be removed even below the final level and extra excavation filled up as directed by the ENGINEER. The final excavation, if so instructed by the ENGINEER, should be carried out just prior to laying the mud-mat. The CONTRACTOR may, for facility of work or similar other reasons excavate, and also backfill later, if so approved by the ENGINEER, at his own cost outside the lines shown on the drawings or directed by the ENGINEER. Should any excavation be taken below the specified elevations, the CONTRACTOR shall fill it up, with concrete of the same class as in the foundation resting thereon, upto the required elevation. No extra shall be claimed by the CONTRACTOR on this account. All excavation shall be done to the minimum dimensions as required for safety and working facility. Prior approval of the ENGINEER shall be obtained by the CONTRACTOR in each individual case, for the method he proposes to adopt for the excavation, including dimensions, side slopes, dewatering, disposal, etc. This approval, however, shall not in any way relieve the CONTRACTOR of his responsibility for any consequent loss or damage. The excavation must be carried out in the most expeditious and efficient manner. Side slopes shall be as steep as will stand safely for the actual soil conditions encountered. Every precaution shall be taken to prevent slips. Should slips occur, the slipped material shall be removed and the slope dressed to a modified stable slope. Removal of the slipped earth will not be paid for if the slips are due to the negligence of the CONTRACTOR. Excavation shall be carried out with such tools, tackles and equipment as described herein before. Blasting or other methods may be resorted to in the case of hard rock; however not without the specific permission of the ENGINEER.

**3.8. FILL, BACK FILLING AND SITE GRADING**

All fill material will be subject to the ENGINEER's approval. If any material is rejected by the ENGINEER, the CONTRACTOR shall remove the same forthwith from the site at no extra cost to the OWNER. Surplus fill material shall be deposited/ disposed of as directed by the ENGINEER after the fill work is completed. No earth fill shall commence until surface water discharges and streams have been properly intercepted or otherwise dealt with as directed by the ENGINEER

**3.9.** To the extent available, selected surplus soils from excavated materials shall be used as backfill. Fill material shall be free from clods, salts, sulphates, organic or other foreign material. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the boulders shall be broken into pieces not larger than 150 mm size, mixed with properly graded fine material consisting of murrum or earth to fill up the voids and the mixture used for filling.

**3.10. MEASUREMENT AND PAYMENT**

All excavation shall be measured net. Dimensions for purpose of payment shall be reckoned on the horizontal area of the excavation at the base of foundations of the walls, columns, footings, tanks, rafts or other foundations/ structures to be built, multiplied by the mean depth from the surface of the ground in accordance with sizes mentioned in the drawings.

Excavation in side slopes will not be paid for. The CONTRACTOR may make such allowance in his rates to provide for excavation in side slopes keeping in mind the nature of the soil and safety or excavation.

**3.11. ACCESS ROAD**

Roads, whether of temporary or other nature, required to be constructed for access and for movement of men, materials, equipment, transport vehicles, vehicles carrying fill material etc. to or over borrow areas and/or to or over areas on which fill has to be deposited shall be constructed by the Contractor at his cost. Such costs shall be deemed to have been included in the unit rates quoted by the Contractor. Such access in roads shall be maintained in good condition during all seasons to ensure completion of work according to time schedule.

**3.12. Unless separately provided for in the Schedule of quantities, dewatering is deemed to have been included in the unit rates quoted for excavation. If separately provided for, the unit of measurement shall be as indicated in the schedule of quantities.**

**3.13. CEMENT PLASTERING WORK**

(a) The proportions of the cement mortar for plastering shall be 1:4 (one part of cement to four parts of sand) unless otherwise specified under the respective item of work. Cement and sand shall be mixed thoroughly in dry condition and then water added to obtain a workable consistency. The quality of water and cement shall be as per relevant IS. The quality and grading of sand for plastering shall conform to IS:1542. The mixing shall be done thoroughly in a mechanical mixer unless hand mixing is specifically permitted by the ENGINEER. If so desired by the ENGINEER sand shall be screened and washed to meet the specification requirements. The mortar thus mixed shall be used as soon as possible preferably within 30 minutes from the time water is added to cement. In case the mortar has stiffened due to evaporation of water this may be re-tempered by adding water as required to restore consistency but this will be permitted only upto 30 minutes from the time of initial mixing of water to cement. Any mortar which is partially set shall be rejected and removed forthwith from the site. Droppings of plaster shall not be re-used under any circumstances.

**(b) WORKMANSHIP**

i. Preparation of surfaces and application of plaster finishes shall generally conform to the requirements specified in IS: 1661 and IS:2402.

ii. Plastering operations shall not be commenced until installation of all fittings and fixtures such as door/window panels, pipes, conduits etc. are completed

**3.14. PAINTING OF CONCRETE MASONRY & PLASTERED SURFACES**

(a) All the materials shall be of the best quality from an approved manufacturer. CONTRACTOR shall obtain prior approval of the ENGINEER for the brand of manufacture and the colour/shade. All materials shall be brought to the site of works in sealed containers

(b) The surfaces to be treated shall be prepared by thoroughly brushing them free from dirt, mortar droppings and any loose foreign materials. Surfaces shall be free from oil, grease and efflorescence. Efflorescence shall be removed only by dry brushing of the growth. Cracks shall be filled with Gypsum. Workmanship of painting shall generally conform to IS:2395

**3.15. GENERAL**

**3.15.1.** ENGINEER shall have the right at all times to inspect all operations including the sources of materials, procurement, layout and storage of materials, the concrete batching and mixing equipment, and the quality control system. Such an inspection shall be arranged and ENGINEER's approval obtained, prior to starting of concrete

work. This shall, however, not relieve CONTRACTOR of any of his responsibilities. All materials, which do not conform to this specification, shall be rejected.

**3.15.2.** Materials should be selected so that they can satisfy the design requirements of strength, serviceability, safety, durability and finish with due regards to the functional requirements and the environmental conditions to which the structure will be subjected. Materials complying with codes/standards shall only be used. Other materials may be used after approval of the ENGINEER and after establishing their performance suitability based on previous data, experience or tests.

**3.15.3.** Curing shall be started as soon as the applied plaster has hardened sufficiently so as not to be damaged when watered. Curing shall be done by continuously applying water in a fine spray and shall be carried out for at least 7 days

### **3.16. MATERIALS**

#### **3.16.1. CEMENT**

- a) Unless otherwise specified or called for by ENGINEER/OWNER, cement shall be ordinary Portland cement conforming to IS 269, IS 8112 or IS: 12269.

The Portland pozzolana cement shall conform to IS 1489 and it shall be used as directed by ENGINEER. Where Portland pozzolana or Portland slag cements are used, it shall be ensured that consistency of quality is maintained and there will be no adverse interactions between the materials and the finish specified is not marred.

- b) Only one type of cement shall be used in any one mix unless specifically approved by ENGINEER. The source of supply, type or brand of cement within the same structure or portion thereof shall not be changed without prior approval from ENGINEER.
- c) Cement, which is not used within 90 days from its date of manufacture, shall be tested at a laboratory approved by ENGINEER and until the results of such tests are found satisfactory, it shall not be used in any work.
- d) If cement is not stored properly and has deteriorated, the material shall be rejected. Cost of such rejected cement, where cement is supplied by OWNER, shall be recovered at issue rate or open market rate whichever is higher. Cement bags shall be stored in dry weatherproof shed with a raised floor, well away from the outer walls and insulated from the floor to avoid moisture from ground. Not more than 15 bags shall be stacked in any tier. Storage arrangement shall be approved by ENGINEER. Storage under tarpaulins shall not be permitted. Each consignment of cement shall be stored separately and consumed in its order of receipt. CONTRACTOR shall maintain record of receipt and consumption of cement.

#### **3.16.2. AGGREGATE**

- a) Aggregates shall consist of naturally occurring stones and gravel (crushed or uncrushed) and sand. They shall be chemically inert, strong, hard, clean, durable against weathering, of limited porosity, free from dust/silt/organic impurities/deleterious materials and conform to IS:383. Aggregates such as slag, crushed over burnt bricks, bloated clay ash, sintered fly ash and tiles shall not be used.
- b) Aggregates shall be washed and screened before use where necessary or if directed by the ENGINEER.

- c) Aggregates containing reactive materials shall be used only after tests conclusively prove that there will be no adverse effect on strength, durability and finish, including long term effects, on the concrete.
- d) The fineness modulus of sand shall neither be less than 2.2 nor more than 3.2. If use of sand having fineness modulus more than 3.2 is unavoidable then it shall be suitable blended with crusher stone dust.
- e) The maximum size of coarse aggregate shall be as stated on the drawings, but in no case greater than 1/4 of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of the form. For most work 20mm aggregate is suitable. Where there is no restriction to the flow of concrete into sections, 40mm or larger size is permitted.
- f) In concrete elements with thin sections, closely spaced reinforcements or small cover, consideration should be given to the use of 10mm nominal maximum size.
- g) Plums 160 mm and above of a reasonable size may be used where directed. Plums shall not constitute more than 20% by volume of concrete unless specified by ENGINEER.
- h) Each size of coarse and fine aggregates shall be stacked separately and shall be protected from dropping leaves and contamination with foreign material. The stacks shall be on hard, clean, free draining bases, draining away from the concrete mixing area.

#### **3.16.3. WATER**

- a) Water used for both mixing and curing shall conform to IS: 456. Potable water is generally satisfactory. Water containing any excess of acid, alkali, sugar or salt shall not be used.
- b) The pH value of water shall not be less than 6.
- c) CONTRACTOR shall make his own arrangements for storing water at site in tanks of approved capacity. The tanks shall be cleaned at least once a week to prevent contamination

#### **3.16.4. REINFORCEMENT**

- a) Reinforcement bars shall be TMT bar not less than grade 500D/SD conforming to IS: 1786 and welded wire fabric to IS: 1566 as shown on the drawing. (Tata, Jindal, Sail) and ductile detailing as per IS 13920 with latest revisions.
- b) All reinforcement shall be clean, free from pitting, oil, grease, paint, loose mill scales, rust, dirt, dust or any other substance that will destroy or reduce bond.
- c) Special precaution like coating of reinforcement may be provided with the prior approval of ENGINEER.
- d) The reinforcement shall be stacked on top of timber sleepers to avoid contact with ground/ water. Each type and size shall be stacked separately.
- e)

#### **3.16.5. TILES WORK**

- a) All materials used for the works shall be tested before use. The frequency of such confirmatory tests shall be decided by ENGINEER.
- b) All the details have to be approved by Engineer in Charge during finalisation of the Architectural drawing

#### **3.16.6. SAMPLES AND TESTS**

- a) All materials used for the works shall be tested before use. The frequency of such confirmatory tests shall be decided by ENGINEER.



- b) Manufacturer's test certificate shall be furnished for each batch of cement/steel and when directed by ENGINEER samples shall also be got tested by the CONTRACTOR in a laboratory approved by ENGINEER at no extra cost to OWNER. However, where material is supplied by OWNER, all testing charges shall be borne by OWNER, but transportation and preparation of material samples for the laboratory shall be done by CONTRACTOR at no extra cost.
- c) Sampling and testing of aggregates shall be as per IS: 2386 under the supervision of ENGINEER. The cost of all tests, sampling, etc. shall be borne by CONTRACTOR. For coarse aggregate crushing value shall be tested.
- d) Water to be used shall be tested to comply with clause 5.4 of IS: 456.
- e) CONTRACTOR shall furnish manufacturer's test certificates and technical literature for the admixture proposed to be used. If directed, the admixture shall be got tested at an approved laboratory at no extra cost.

### **3.16.7. JOINERY DETAILS**

- a) All the joinery details have to be approved by Engineer in Charge .
- b) First class seasoned Wood should preferably (Sal, Teak and Bonsum )be considered in case of wooden doors and windows.
- c) In case of Aluminium Windows, Standard Aluminium sections of Jindal or Hindalco should be considered. Any other brand if considered has to be approved by Engineer in Charge.
- d) Pressed steel door may be considered in place of wooden door frame. The same may be approved by Engineer in Charge.

### **3.16.8. PLUMBING DETAILS**

- a) All the Plumbing details have to be approved by Engineer in Charge.
- b) The Plumbing materials used such as pipes, valves, sockets etc has to be as per approved list of brand as per Engineer in Charge.
- c) The sanitary items should be approved prior to installation as per Engineer in charge  
(Preferable brands Jaquar, Cera, Hindware, Parryware).

## **4. PRE QUALIFICATION CRITERIA**

### **4.1 TECHNICAL:**

- (a) Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last 5 (Five ) years. Whereas similar nature job implies "Civil work related building work, bridge work and any other work which includes RCC, reinforcement steel etc." .
- (b) To be eligible, the contractor should have successfully executed either one similar job having executed value of not less than **Rs. 11,65,834/-** or two similar jobs, each having executed value not less than **Rs. 7,28,646/-** or three similar jobs, each having executed value not less than **Rs. 5,82,917/-**.

- (c) The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries, required for carrying out the job.

#### **4.2. COMMERCIAL:**

- (a) 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. **2021-22, 2020-2021, 2019-2020** should not be less than the amount equivalent to **30%** of estimated cost.
- (b) The bidder shall have earned a net positive profit for the last three consecutive years.
- (c) The financial net worth of the bidder as per latest audited annual report shall be positive.
- (d) The contractor should be registered under GST, Income Tax & EPF authorities
- (e) The Vendor should also fulfill all statutory conditions and furnish legible photo copies of, PAN , GST ,. As per Govt. Rules

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

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

**5.2.** 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 3 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-IV**

**5.3. EARNEST MONEY DEPOSIT :** The bidder has to deposit a sum of **Rs 29,200.00/- (Rupees Twenty Nine thousand two hundred Only )** only 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-I. After acceptance of order by Vendor / Bidder(successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

**5.4.** MSME valid certificate under category of similar works will be considered for exemption of EMD.

**Definition of Similar Nature-** Similar nature of work implies civil work related building work, bridge work and any other work which includes RCC, reinforcement steel etc.

**5.5.** The schedule of Quantities and rates shall be read in conjunction with the specifications, and tender documents. Contractor shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to IS specifications and quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This contract shall be unit rate contract wherein payment will be made as per actual construction/ installation quantities at site.

**5.6.** Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.



- 5.7.** Relevant IS codes as applicable in the entire works and commodities supplied shall be strictly applicable. Non compliance would lead to rejection of the executed job or the commodity supplied. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable. Any Injuries or Accidents to your Team Members shall be taken care by you at your own risk & cost and shall comply with all safety rules & regulations.
- 5.8.** All other terms & conditions shall be as per “Terms & Conditions of APL’s “General Conditions of Contract (GCC)”..
- 5.9. TIME SCHEDULE:** Duration/Completion period shall be **8(Eight) Months**, from the date of issue of LOI/ WO by the Contractor or date of hand over of site to the contractor whichever is later . In case the job is delayed beyond the stipulated completion period (mentioned in work order) due to negligence, poor workmanship, deployment of unskilled manpower or of any other reason whatsoever on bidder’s part, a penalty at the rate of 0.5% of work order value per week, limited to maximum of 5%, shall be recovered from the bidder bills.
- 5.10. MOBILIZATION ADVANCE:** There will be no mobilization advance.
- 5.11. GUARANTEE PERIOD:** The work carried out by the bidder shall be guaranteed for a period of **06(Six) months** from the date of completion. EMD and Performance Guarantee money shall be released after this defect liability period
- 5.12. BID VALIDITY :** Bid validity period is 180(One Hundred Eighty ) days from the DUE DATE or EXTENDED DUE DATE.
- 5.13. 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.
- 5.14.** 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.
- 5.15.** For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	<b>N.B.Borah ,DGM (C&amp;P)</b> <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Phone-+91-94351 39178 & <b>K. B. Chetry, Sr. Manager (Proj Civil)</b> Mob No : +91-70020 42644 <a href="mailto:Email-chetry.kharka@assampetrochemicals.co.in">Email-chetry.kharka@assampetrochemicals.co.in</a>
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786 623

## 6. INSTRUCTIONS FOR SUBMISSION OF BIDS

### 6.1. SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 15:00 Hrs on dt. <b>28/07/2023</b> up to 16:00 Hrs on dt. <b>10/08/2023</b>
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. <b>10/08/2023</b>
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	<b>Dy.General Manager (C&amp;P),</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	At 15:00 Hrs on dt. <b>11/08/2023</b>
f)	Contact Person with details for any clarifications	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	<b>Rs. 29,200.00</b>
j)	Tender Processing Fees	<b>Rs 290/-Two Hundred Ninety Rupees Only</b>
k)	Bid Submission	<b>Online in e-tendering portal</b> <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
l)	Availability of Tender Documents	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

### 6.2. 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

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

## 7. INCOME TAX AND GST

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

shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

7.10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

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

- i) No advance will be paid
- ii) 90% of completed job (against R/A / final bill) will be paid.
- iii) 10% will be retained till guarantee period..

## 9. **SECURITY DEPOSIT:**

- 9.1. The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, security deposit equal to 10% of the total accepted Work Order value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-I** of this document.
- 9.2. On submission of Performance Bank Guarantee (PBG) by the successful Bidder, EMD amount will be refunded after receipt of confirmation of PBG from the issuing Bank. The PBG will be returned to the successful Bidder after the end of Contract period if there is no dues to be recovered by APL.
- 9.3. The Security deposit amount if deducted along with EMD amount shall be refunded at the end of the contract period after deductions if any due to APL. The Security deposit shall not bear any interest.

## 10. **REQUIREMENTS OF E-TENDERING**

- 10.1. 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).
- 10.2. 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.

- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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.

- 10.12. 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.
- 10.13. 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.**
- 10.14. 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.
- 10.15. 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.
- 10.16. 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.
- 10.17. 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.
- 10.18. 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.
- 10.19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.



**11. BID REJECTION CRITERIA:**

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

- (a) Non-Submission of EMD & Integrity Pact along with the Bid if applicable
- (b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- (c) Non-Meeting the Bidders Pre-Qualification
- (d) Non-Submission of Important Bid Documents as mentioned in clause 12.

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

- (a) EMD of required amount./MSME certificate for EMD exemption .
- (b) Copy of PAN card , GST Registration No .
- (c) Income Tax return, Balance Sheet & Profit & Loss Statement for FY-2021-22, FY-2020-21, FY-2019-20.
- (d) All Annexures as attached at the end of this NIT to be dully filled and submitted.
- (e) Work Order and Job Completion certificate of previous experiences.

**13. AMENDMENT OF BIDDING DOCUMENTS:**

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

**14. 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.



### 15. **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.

### 16. **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.

### 17. **ORDER OF PRECEDENCE**

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

- (a) Corrigendum, if any
- (b) Instructions to Bidders
- (c) Special Conditions of Contract.
- (d) General Conditions of Contract

### 18. **ROYALTIES ON MINOR MINERALS**

The following royalties on minor minerals will be applicable as per Mine & Minerals Department, Govt. of Assam Notification No. PEM/130/2021/40 dated 7<sup>th</sup> October, 2021.

Sl. No.	Work	Appropriate amount of Royalty of Minor Mineral as percentage of Project Cost excluding taxes as GST, IT etc.
I	RCC Building / RCC Work	2.00%
II	Assam Type Building (Single Floor)	1.00%
III	Assam Type Building (Ground floor = 1 or more)	2.00%
IV	RCC Bridge Work	2.00%
V	DBM & BC Work	2.00%
VI	Road Improvement / Re-construction Work	3.00%
VII	New Road Construction Work with Bituminous Work	6.00%
VIII	New Road Construction Work with ICBP	3.00%
IX	Earth Work / Ordinary Clay	9.00%
X	Earth Work along with Geobag Protection Work	3.50%

XI	Earth Work along with Boulder Protection Work	5.50%
XII	River Protection Work with Boulder	4.00%
XIII	River Protection work with Geobag	1.50%
XIV	River Protection Work with Boulder and Geobag	2.00%
XV	Head Work / Brick Work of Irrigation projects	4.00%
XVI	Pradhan Mantri Awas Yojana (PMAY)	1.00%

**ANNEXURE-1****BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITY OF THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

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

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of \_\_\_\_\_
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or

liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

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

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

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

(by its constituted attorney)

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

**Annexure-2**
**SCHEDULE OF RATES**

SI No	Description of Item	Unit	Quantity	Rate	Amount
1	<b>Earth work</b> in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
	a. All kinds of soil	Cum	15.00		
2	<b>Supplying and filling sand gravel</b> in foundation trenches/ pits, side berms of road open parking area over slushy soil including pumping out water (if necessary), ramming etc. complete for strengthening the bearing capacity of the soil/sub soil as directed and specified.	Cum	35.00		
3	<b>Supplying and filling</b> in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.				
	a. With river sand / silt by truck carriage including loading and unloading.	Cum	26.00		
4	<b>Plain Cement concrete works</b> with coarse aggregate of size 13mm to 32mm in foundation bed for footing steps,walls,brickworks etc.as directed and specified including dewatering if necessary and curing etc.				
	a. In proportion of 1:3:6	cum	32.00		
5	Providing and laying <b>plain/reinforced cement concrete</b> works , cement, coarse sand and 20mm down graded stone agg. Including dewatering if necessary, and curing complete (Form work and reinforcement will be measured and paid seperately.)				
	N) Without using Admixture, plasticiser				
	a. M20 grade concrete or prop. 1:1.5:3	Cum	7.00		
6	Providing <b>Form Work</b> of ordinary timber planking so as to give a rough finish including centering, shuttering and propping etc. height of propping and centering below supporting Floor to ceiling not exceeding 4.0M and removal of the same for in-situ reinforced concrete and plain concrete work.	Sqm	15.00		
7	Providing <b>Bamboo Scaffolding</b> up to a height of 6.5 M including 2nd class timber plank platforms and removal of the same complete as directed & specified ( measurement to be taken on elevation area of the building / structure).	Sqm	145.00		
8	Providing <b>Soling</b> in foundation and under floor with stone/best quality picked jhama brick, sand packed and laid to level and in panel after preparing the sub grade as directed including all labour and materials and if necessary dewatering, complete.				
	a. Brick on flat soling.	Sqm.	30.00		
9	<b>1st class brick nogged wall (112 mm thick)</b> in cement mortar including racking out joints and curing complete as directed in super structure above plinth upto 1st floor level (protruding M.S rod/Tor steel of column to be embeded in cement mortar & will be measured and paid separately)				
	In cement mortar in proportion 1:4	Sqm	50.00		
10	<b>Brick work in cement mortar with 1st class brick</b> including racking out joints and curing complete as directed.				
	I. In Sub-Structure upto plinth level including dewatering if necessary.				

	a. In proportion 1:4	Cum	12.00		
11	<b>25 mm thick cement concrete topping 1:2:4</b> finished with a floating coat of neat cement slurry to be laid in panels including curing complete as directed. (Cement shall be supplied from APL store at a cost of Rs. 433.00/ bag of cement.)	Sqm	120.00		
12	<b>40 mm thick cement concrete floor</b> consisting of 25mm under layer of cement concrete in prop 1:3:6 and 15 mm thick wearing layer in cement concrete in proportion 1:1:2 finished with a floating coat of neat cement finish using cement slurry for bond @ 2.75 kg per square meter of floor area, wearing layer is to be laid in panels including curing etc. complete as directed. (Cement shall be supplied from APL store at a cost of Rs. 433.00/ bag of cement.)	Sqm	55.00		
13	<b>Cement plaster skirting</b> with cement mortar in prop. 1:3 finished with a floating coat of neat cement including rounding of junctions with floor				
	a. 15 mm thick	Sqm	40.00		
14	<b>Providing Vitrified floor tiles</b> of approved quality of specified size, shape and thickness not less than 18mm o floors, skirtings, risers and treads of steps over 15mm thick base of cement mortar I prop.1:3 including cutting where necessary finished with flush pointing with Fix-A-Tile white cement slurry mixed with approved pigment to match the shade of the tiles, complete at all levels as specified and directed.				
	a) Normal range (Somany/ Orient/ Nitco/ Varmora/ Jhonson make)				
	ii) Of size 600mm × 600mm and above.	Sqm	20.00		
15	15 mm thick cement plaster in single coat on single or half brick wall for interior plastering up to Ist floor level including arises, internal rounded angles, not exceeding 80mm girth and finished even and smooth including curing complete as directed. (Cement shall be supplied from APL store at a cost of Rs. 433.00/ bag of cement.)				
	I. On rough side.				
	a. In cement mortar prop. 1:4	Sqm	50.00		
16	Supplying, fitting, fixing and painting (one coat primer and two coats of paint) M/F Suspended ceiling which includes GI perimeterchannels of size 0.55 mm thick (having one flange of 20 mm and another flange of 30 mm and a web of 27 mm) along with perimeter of ceiling, screw fixed to brick wall / partition with the help of nylon sleeves and screws, at 610 mm c/c. Then suspending GI intermediate channels of size 45 mm (0.9 mm thick withy two equal flanges of 15 mm each) from the soffit at 1220 mm c/c with ceiling angle of width 25 mm x 10 mm x 0.55 mm thick fixed to soffit with GI cleat and steel expansin fasteners. Ceiling section of 0.55 mm thickness having knurled web of 51.5 mm and two equal flanges of 26 mm each with lips of 10.5 mm are then fixed to the intermediate channel with the help of connecting clip and in direction perpendicularto the intermediate channel at 457 mm c/c, 9.5 mm/12.5 tapered edge Gypboard is then screw fixed to ceiling section with 25 mm long drywall screws at 230 mm c/c. Screw fixing is done mechanically either with screw driver or drilling machine with suitable attachment. Finally, the boards are to be jionted and finished so as to have a flush look which includes filling and finishing the tapered and square edges of the boards with jointing compounds, joint paper tape and two coats of drywall topcoat suitable for Gypboard complete at all				

	levels as specified and directed.				
	a. 12.5 mm thick	Sqm	12.00		
17	Providing and laying four course water proofing treatment with bitumen felt over roof consisting of first and third courses of blown or residual bitumen applied hot @ 1.45kg per sq.m of area for each course second course of roofing with felt type 3 grade 1 (hessian base self finished bitumen) and fourth and final course with stone grit 6mm and down size, felt pea gravel spread @ 0.006m <sup>3</sup> per sq.m including preparation of surface, excluding grouting etc. As directed and specified.	Sqm	30.00		
18	Providing corrugated 1.20mm thick transparent fibre sheet roofing including fitting and fixing necessary galvanised J or L hooks, bolts and nuts of 8mm dia with bitumen washer 25mm dia x 3 mm thick and 1.6 mm thick limpet washer complete excluding cost of roof truss, purlins etc. (Roof trusses, purlin etc. to be measured and paid separately.)	Sqm	20.00		
19	Providing and fixing precoated galvanised iron profile sheets (0.50 mm) (size, shape and pitch of corrugation as approved by Engineer-in-charge) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	24.00		
20	Providing Colour Coated (Iron Plastic Laminated Sheet) Ridging (0.65 mm thick) including supplying and fixing necessary galvanised screws / washer etc. complete as specified and directed.	Rm	15.00		
21	Providing, fitting and fixing Anodised aluminium glazed doors with anodised aluminium frame made of 100mm x 45mm x 2.5mm section of approved brand (HINDALCO/NALCO/BALCO/ JINDAL other equivalent primary producers with door style of size 88mm x 45mm x 2.5mm, 50mm x 45mm x 2mm, lock rails 100mm x 45mm x 2.5mm fitted with glazing clips, special type rubber gasket complete including hydraulic floor spring, pivot, tower bolts in each leaf.				
	a. 6 mm clear glass.	Sqm	2.00		
22	Providing, fitting and fixing Anodised aluminium framed glazed doors with partition walls partly glass and partly prelaminated board with anodised aluminium frame made of approved brand 100mm x 43mm x 2mm section with doors style of size 81mm x 43mm x 2mm, top rail 46mm x 43mm x 2mm, lock rail 81mm x 43mm x 2mm, fitting with glazing clips, special rubber gasket complete including hydraulic floor spring pivot aluminium door handle lock angles clear etc. complete as directed and specified.				
	5mm thick glass panes with 12mm laminated particle board.	Sqm	4.00		



23	Providing, fitting and fixing Anodised aluminium sliding windows and ventilators of standard sections of approved brand (HINDALCO/NALCO/BALCO/JINDAL/Other equivalent primary producer) without horizontal glazing bars, joints mitred and welded and providing and fixing handles, angle cleat, rubber gasket, roller, bolting device, locking arrangements, screws etc as required complete as specified and directed for all levels.				
	A. 2 Track sliding window				
	a. 5 mm clear glass	Sqm	6.00		
24	Wall painting with plastic emulsion paint of approved brand and manufacture (Asian paint/ Berger/ ICI / J & N Paint/ Nerolac) on new surface to give an even shade after thoroughly brushing the surface free from mortar droppings and other foreign matters and sand paperde smooth.				
	a. One Coat	Sqm	75.00		
25	Finishing old / new wall with water proofing weather coat smooth anti-fungal exterior painting of approved make of BERGER/ Asian Paint/Nerolac of required shade after cleaning and clearing the surface etc.	Sqm	250.00		
26	Supplying, fitting and fixing anodised aluminium fittings of approved make, reasonably smooth free from sharp edges and corners, flaws and other defects and with counter sunk holes for screws including necessary aluminium screws etc. complete.				
	a) Sliding door bolts.				
	i. 300mm x 16mm	Each	2.00		
	ii. 250mm x 16mm	Each	2.00		
	c) Door handles				
	i. 75mm	Each	6.00		
	ii. 100mm	Each	6.00		
	f) Mortice lock vertical type				
27	Providing and fixing clear sheet glass bedded in putty and fixed with/ without wooden bidding including necessary cutting and glass to be required sized. (Payment for wooden bead shall be made separately)				
	2) area of glass panes exceeding 0.15 sqm. But not exceeding 0.52 sqm.				
	b. 4.00mm thick	Sqm	3.00		
28	Supplying, fitting & fixing chain link fencing of 10 S.W.G, G.I. wire 50mm × 50mm mesh fitted to M.S angle iron post at 2000mm apart of specification detailed below including supplying, fitting & fixing hooks, eye bolts with nuts, staples and bolts including three horizontal lines of G.I wire 10 S.W.G at top, middle and bottom and with one vertical line to each fencing post for keeping the fencing tight and erect complete, including one coat of primer painting to M.S angle iron post in P.C.C base etc. with following. a) Corner and end posts with M.S angle of size 50mm × 50mm × 5mm and length not less than 1800mm only duly slotted and bottom torqued with two numbers as stay posts. b) Intermediate post with M.S angle of size 40mm × 40mm × 5mm length and not less than 1800 mm only duly slotted and bottom torqued and splayed. c) Stay post with M.S angle of size 35 mm × 35mm × 5mm and length not less than 1800 mm duly slotted and bottom	Sqm	55.00		

	torqued and slayed. All M.S angle iron posts are to be fitted to P.C.C base embedded not less than 600mm (P.C.C work shall be measured and paid separately)				
29	Supplying, fitting & fixing in position reinforcement bars conforming to IS:1786 Grade of Tiscon / SAIL make including straightening, cleaning, cutting & bending to proper shapes & length as per detail drawing binding with 20G annealed black wire, placing in position with proper blocks, supports, chairs, spacers etc. up to a maximum level of 6.5 m height complete as directed & specified.	Kg	20.00		
30	Labour cost for fabricating, hoisting & fixing of roof trusses and purlins made of MS black tubes or MS angle conforming to relevant IS:Code as per approved design and drawing including providing MS connecting plate, cleat, base plate, bolts & nuts and supplying & painting (single coat) with red oxide primer complete as directed & specified.	Qntl	25.00		
31	Providing , fitting, hoisting and fixing of roof trusses, including purlins fabricated using MS circular hollow sections conforming to relevant IS code, as per approved design and drawing including providing MS cleats, base plates, bolt and nuts and one coat of red oxide ZINC Chromate primer and two coats of approved enamel paints complete .	Qntl	4		
32	Providing drain with brick work in cement mortar in proportion 1:5 with half brick thick side walls and 100mm thick C.C (1:3:6) base over one brick flat soling including 15mm thick cement plastering in prop. 1:3 finished with a floating coat of cement slurry as directed with necessary shuttering for sides and earthwork in excavation of foundation trenches and refilling the sides after completion of work etc. as specified.				
	ii. 300mm wide and average 250mm deep with bed slope 1 in 150 with initial depth of 100 mm.	Rm	30.00		
33	Demolishing Plain cement concrete including disposal of debris as directed for all levels, Prop (1:4:8) or leaner mix.	Cum	2.00		
33	Demolishing RCC work including stacking of steel bars and disposal of unserviceable material as directed for all levels.	Cum	1.50		
34	Demolishing the Plastering from walls / R.C.C and P.C.C members without causing any damage to the wall / member upto any height including disposal of debris as directed for all levels.	Sqm	15.00		
35	Dismantling Roofing Sheets (CGI/Asbestos) including disposal of debris and stacking of serviceable material as directed complete.	Sqm	18.00		
36	Construction of temporary shed of maximum height 3.5 M with Bamboo post at 2.00 M interval driven to ground and tied by horizontally placed bamboo at 1.2M interval to form a framed structure with CGI sheet walls tied to bamboo frame including CGI sheet roofing on bamboo rafter and purlin well tied and interlaced with coconut rope and GI wire complete as directed. (CGI sheet shall be supplied free of cost from APLstore on returnable basis. With jati bamboo kami frame.	Sqm	16.00		
37	Providing inter locking concrete block of concrete grade M40 or above of approved quality, size, shape of specified thickness over a levelling bedding layer of 30 mm compacted sand over a base course of WBM or PCC (Base course to be paid separately) including cutting where necessary finished with spreading, sweeping jointing sand and compacting the pavers using vibrating compactor as specified and directed.				
	(a) 80 mm	Sqm	100.00		

38	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber , applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density .	Cum	50.00		
39	<b>Granular Sub-Base with Coarse Graded Material</b> (Table:- 400- 2) (Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC,and compacting with vibratory roller to achieve the desired density ,complete.	Cum	52.00		
40	Providing, fitting & fixing Vitreous water closet squatting pan (Indian type W.C Orissa pattern) with all fittings and fixtures complete including cutting and making good to the walls and floors wherever required. Make: Hindware / Parryware				
	a. White	Each	1.00		
41	Providing, fitting & fixing Vitreous china pedestal type water closet (European type W.C pan 400mm high) with seat and lead, CP brass hinges and rubber buffers, CI/MS brackets, 40mm dia flush band with fittings including painting of fittings and brackets, required.				
	a) White				
	i. Pettie (S/P)	Each	1.00		
42	Providing, fitting & fixing Vitreous china flat back type lipped front Urinal Basin with standard flush pipe and CP brass spreader and brass unions, etc. complete including painting of fittings and brackets, cutting and making good the walls & floors wherever required.				
	a. Parryware Make (White)				
	i. Flat Back with 5litre white PVC automatic flushing cistern	Each	1.00		
43	Providing, fitting & fixing PVC Automatic Flushing Cistern with all internal fittings with CI brackets including fitting & fixing standard size CP flush pipe, union, clamps etc. complete as directed and specified.				
	a) White				
	Make: Parryware / Hindware	Each	3.00		
44	Providing and fixing wash basin with C.I. brackets, 15 mm PTMT pillar cock, 32 mm PTMT waste coupling of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required. White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm PTMT pillar cock				
	Without Padestal				
	(A) Parryware Make				
	(a) White				
	i. Size 550 × 400	Each	1.00		
45	Labour for laying, fitting & fixing PVC rain water piping including cutting to required length and joining with bends, junctions, tees etc. complete with necessary rubber gasket, solvent cement,clamps etc. including cutting wall/floor/roof wherever required and necessar repair of the same after fixing of pipe line as directed.	RM	16.00		

46	Providing and laying in situ five course water proofing treatment with APP( Attactic Polypropelene) modified membrane over roof consisting of first coat of bitumen primer @0.40litre/sqm, 2nd&4th courses of bonding material@1.20kg/sqm, which shall consist of blown type bitumen grade 85/25 conforming to IS:702, 3rd layer of roofing membrane APP modofied Polymeric membrane 2.0mm thick of 3.00kg/ sqm weight consisting of five layers prefabricated with centre core as 100micron HMHDPE film sanwithced on both sides with polymeric mix and the polymeric mis is protected on both side with 20micron HMHDPE film. 5th, the top most layer shall be finished with brick tiles of class designation 10 grouted with cement mortar 1:3 mixed with 2% integral water proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 and finished neat cement slurry.	Sqm	120		
47	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish, lead up to 50m and lift up to 1.5m. For all kinds of soil	Sqm	4076.55		
48	Hiring of excavator (JCB)	Per Day	4		
49	Hiring of Hydra 15MT capacity	Per Day	4		
50	Hiring of Truck 5.5 cum capacity/10MT	Per Day	4		
51	Skilled worker (Other than ITI certificate holder)	Per Day	4		
52	Providing and laying 60mm thick faciory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction of approved size&shape, laid in required color and pattern over and thick compacted bed of coarse sand, filling the joints with etc.all complete as per the direction of Engineer-in-charge.	Sqm	45.00		

#### NOTES :

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

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

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

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

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

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

**ANNEXURE-3****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.

\_\_\_\_\_

FOR THE PRINCIPAL

\_\_\_\_\_

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

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

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

**ANNEXURE-4****PROFORMA FOR CONTRACT AGREEMENT**

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

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

**BETWEEN**

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

**AND**

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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



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

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

Signed for and on behalf of

**Assam Petrochemicals Ltd.**

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

**Bidder**

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

**PROPOSAL EXHIBITS****TABLE OF CONTENTS**

1. BIDDER'S GENERAL INFORMATION
2. AGREED TERMS AND CONDITIONS
3. NO DEVIATION CONFIRMATION
4. UNDERTAKING
5. 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**  
**BIDDER'S GENERAL INFORMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**Tender Title - EXECUTION OF MAINTENANCE CONTRACT OF 500TPD METHANOL PLANT INCLUDING GANTRY AND BATCHING PLANT AREA**

Tender No – APL/C&P/PROJ-CIVIL/2023-24/181

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship      Firm/Partnership firm/Limited/Others If Others Specify: _____ [Enclose
3	Name of Proprietor/Partners/Director of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ (Country Code)      (Area Code) (TelephoneNo.)
9	E-mail address	
10	Website	

11	Fax Number:	_____ (Country Code) (Area Code) (TelephoneNo.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST RegistrationCertificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
22	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
23	Type of Micro/Small Enterprise	General/ SC / ST (Bidder will submit documentary evidence for the same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:  
Signatory of Bidder]Date:

[Signature of Authorized  
Name:  
Designation:  
Seal:

**PROPOSAL EXHIBITS NO. 2**  
**AGREED TERMS & CONDITIONS**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**Tender Title - EXECUTION OF MAINTENANCE CONTRACT OF 500TPD  
METHANOL PLANT INCLUDING GANTRY AND BATCHING PLANT AREA**

Tender No – APL/C&P/PROJ-CIVIL/2023-24/181

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

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

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



18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder <b>falls under MSE Act</b> .	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**PROPOSAL EXHIBITS NO. 3**  
**"NO DEVIATION" CONFIRMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **EXECUTION OF MAINTENANCE CONTRACT OF 500TPD  
METHANOL PLANT INCLUDING GANTRY AND BATCHING PLANT AREA**  
Tender No – APL/C&P/PROJ-CIVIL/2023-24/181

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:  
Designation:  
Seal:





**PROPOSAL EXHIBITS NO. 4**

**UNDERTAKING (IN LETTER HEAD)**

**Tender Title - EXECUTION OF MAINTENANCE CONTRACT OF 500TPD METHANOL PLANT INCLUDING GANTRY AND BATCHING PLANT AREA**

**Tender No – APL/C&P/PROJ-CIVIL/2023-24/181**

1. We solemnly declare that we have never initiated or filed any case/ litigation for any reason against M/s Assam Petro-Chemicals Limited/ Management/ Officials and if so we would be barred from participating in the tender process of the company.
2. We understand that we are fully responsible for the contents of this undertaking and its truthfulness.
3. The above statements have been made by us voluntarily which are true to the best of knowledge and belief. We hereby put our signature with full sound mind and without any force or coercion upon us on the date month and year mentioned herein before.

**Place:**

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

**Date:**

**Name:**

**Designation:**

**Seal:**

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

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

Please tick (v) in the CHECK BOX

Sl. No.	Description	CHECK BOX
1.	Signed Tender Documents	
2.	EMD of required amount / MSME certificate	
3.	Work orders & completion certificates to comply the Bidder's qualification criteria.	
4.	Copy of PAN card, GST registration, EPF registration	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR (Annexure – IV)	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2021-22, 2020-21, 2019-20.	
9.	Copies of Income Tax Return for FY 2021-22, 2020-21, 2019-20.	

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SEAL OF BIDDER

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SIGNATURE OF BIDDER