

Date: 28.07.2023

# ASSAM PETRO-CHEMICALS LIMITED (A Govt. of Assam Undertaking)

#### NOTICE INVITING TENDER

#### **FOR**

ANNUAL MAINTENANCE CONTRACT FOR NON IBR PIPE WELDING UNDERGROUND FIREWATER PIPELINE REPAIRING AND TANK REPAIR & MAINTENANE OF 100 TPD METHANOL-II & 125 TPD PLANT OF M/S APL FOR THE FY' 2023-24.

#### AT NAMRUP

# Tender Ref No-APL/C&P/Mech/Maint/23-24/184

#### **HEAD OFFICE:**

Namrup, P.O. Parbatpur -786623, Dist.- Dibrugarh, Assam Tel: (0374) 2500331/212/518

E-mail: contract@assampetrochemcials.co.in Website: www.assampetrochemicals.co.in



Ref No- APL/C&P/Mech/Maint/23-24/184

Date-13/07/2023

Date: 28.07.2023



## **NOTICE INVITING TENDER**

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

Name of Work	Earnest Money	Tender processing Fees (Non Refundable)
AMC FOR NON IBR PIPE WELDING UNDERGROUND FIREWATER PIPELINE AND TANK REPAIR & MAINTENANE OF 100 TPD METHANOLII & 125 TPD PLANT OF M/S APL FOR THE FY' 2023-24.	Rs.35,650.00	Rs 360/-

Bid Document Issue Period-	From <b>15:00 Hrs</b> on <b>28/07/2023</b> up to <b>15.00Hrs</b> on <b>08/08/2023</b>
Last Date of Bid Submission-	Up to <b>15.00Hrs</b> on <b>08/08/2023</b>
Bid Opening date-	At 15.00Hrs on 09/08/2023
BID SUBMISSION- In e-tendering portal	https://assamtenders.gov.in/nicgep/app
Tenders available on	https://assamtenders.gov.in/nicgep/app
Tondon St. Milasia On	https://assampetrochemicals.co.in/tenders.php

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.

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#### 1.2. Approach to site:

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

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

#### 2. ELIGIBILITY CRITERIA:

#### a) TECHNICAL:

- i. 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 **07** (**Seven**) **years**.
  - Here, *jobs of similar nature*, Above & Under Ground Non-IBR Piping Fabrication Jobs and Tanks & Vessels Fabrication Jobs in various industries as described in detailed scope works in the tender document.
- ii. To be eligible, the contractor should have successfully executed either One similar job having executed value of not less than Rs 14,25,380/-

Oı

Two similar jobs, each having executed value not less than Rs 8,90,865/-

Or

Three similar jobs, each having executed value not less than Rs 7,12,690/-



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

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#### b) COMMERCIAL:

- i. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years should not be less than the amount equivalent to **30%** of estimated cost.
- ii. The bidder shall have earned a net positive profit for the last three consecutive years. i.e. Fy 2021-22, 2020-21, 2019-20.
- iii. The financial net worth of the bidder as per latest audited annual report shall be positive.
- iv. The contractor should be registered under GST, Income Tax & EPF authorities

### 3. SCOPE OF WORK

The Contractor's scope of work for this contract, described in various sections, specifications, annexure, Schedules of Rates & Quantities etc. shall comprise of the following jobs under Annual Maintenance Contract Basis (AMC) for any plant related jobs as & when required basis -

#### (i) NON-IBR PIPE WELDING JOBS:

- (a) PIPING (ABOVE GROUND): Transportation of all piping items from Owner's storage point to work site, fabrication including cutting, edge preparation, (inclusive of grinding the edge of pipe, pipe spools, fitting flanges etc. to match with the mating edges of uneven/different thickness whenever required), fitup, bending, preheating whenever required, welding, threading and laying of pipes and pipe spools (spools along with supports ) of all types and thickness over sleepers / overhead on pipe racks and at all elevations, hook ups with existing piping, connecting with equipment nozzles, strainers, steam traps, orifice assemblies, spray nozzles, rotameters, tapping for pressure gauges, thermowells, sample connections, sample coolers, closed sample system cabinets etc. and fixing of gaskets, bolts, nuts including application of torque whenever required & all other inline instruments and fittings, like elbows, reducers, tees,flanges, spectacles blinds and spacer & blinds, piping specials such as mitres and fabricated fittings, vents, drains, sw valves upto 1 1/2NB, steam supply/condensate recovery stations (cast/fabricated) supply of welding of strip to all pipes before hydrotesting at exit points of units for earthing purpose, alignment, cleaning &flushing by water/compressed air, hydrostatic, pneumatic, vacuum, spark testing and any other type of testing as specified in drawing, drying by compressed air, performing positive material identification (PMI) using alloy analysers, completing all such works in all respects (including preparation of isometrics as mentioned in the scope of works for the job) as per specifications, drawings and instructions of Engineer-in-charge and return of surplus pipes & other materials to owner's storage point (CS Pipes or SS Pipes, Flanges, Pipes & Pipe Fittings, Gaskets and stud Bolts shall be supplied by M/s. APL as FIM).
- **(b)** FLANGED / WAFER VALVES ( UPTO 300# ): Transportation of all types of valves (including special valves, motor operated valves, PSVs, TSVs, Control Valves, On-Off / Shutdown Valves, Self actuated



valves) from Owner's storage points to worksite and installation of valves for all rating including assembly of valves accessories like air bottles etc. if any, fixing of gaskets stud bolts/nuts whenever required as per drawing & specification and instruction of Engineer in-charge (NON-IBR Valves, Gaskets & Stud Bolts etc. shall be supplied by APL as FIM).

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#### (ii) UNDERGROUND FIREWATER PIPELINE REPAIRING:

FABRICATION AND ERECTION OF PIPING: Laying and joining of Carbon Steel pipes and specials including transportation of all material from Owner's storage point to worksite, earthwork in excavation in all types of soil EXCLUDING SOFT ROCK AND HARD ROCK for pipe trenches, saddles, etc. cutting of pipes if required, edge preparation, providing corrosion protection coating as per specification, on pipes and specials, laying the pipes in the trenches to required alignment and levels, welding the same after laying, installation of flanges, blind flanges, tapping for pressure gauges, temperature gauges and all other online instruments, providing reinforcing pads as per piping material specification, fixing of nuts, bolts, gaskets and washers, welding, corrosion protection coating of field joints, cutting of road wherever required & making good the same, testing for the corrosion protection coating as per specification, hydrostatic testing of the system, flushing, backfilling the trenches with select material from available excavated soil including re-excavating the deposited soil excavated earlier, breaking clods and laying in layers of 15 cm compacted thickness, watering, compacting with mechanical means like vibro rammers etc. to 90% of dry density as per IS:2720 Part-VII, disposal of surplus earth/ unserviceable material to demarcated area anywhere within the complex limit etc. complete as per drawings, specifications and instructions of Engineer-in-Charge including connecting the pipes to manhole, including return of all unused / scrap pipe to owner's storage point (CS Pipes, Flanges and Pipe Fittings shall be supplied by M/s. APL as FIM).

#### (iii) TANK REPAIR & MAINTENANCE:

#### (a) PLATE WORK:

Plate Works for Cone Roof Tank except internal floating roof (with a proper scaffolding & by taking proper safety measures by the contractor), shifting of materials from owner's store to worksite, fabrication & erection of Shell and Bottom Plate(sketch plates & annular plate including backing strips).Cone Roof, Compression Ring / Knuckle Plate, Angle Fabricated Wind Girder, Bearing Plates for Pipe Supports, Datum Plates, Shell Manhole Necks, Bolting & Cover Flanges for Shell Manhole, Reinforcement Pad for Shell Manhole Nozzle Reinforceing Pads, Roof Manhole Necks, Bolting & Cover Flanges for Roof Manhole Reinforcement, Pad for roof Manhole, pads for all the appurtenance & attachment, fabrication & erection of all items as per drawing, conducting test such as vaccum test, MP/DP test, pneumatic test, oil penetrant examination etc for shell, bottom& roof as specified in drawing/specification/code, preparation of day to day inspection reports as per QAP approved by APL, As built Drawings for final submission, providing all temporary structures/scaffolding/clamps/wedges including supply of all consumables, labours, equipments, machineries, tools & tackles etc. to complete the works in all respect as per drawing, specification, standard, code, scope of works, scope of supply and instruction of Engineer Incharges of APL including reconciliation of Free Issue Materials (FIM) & returning of surplus/scrap materials to owner's store. (MS Plate, CS Pipes, Flanges and Pipe Fittings shall be supplied by M/s. APL as FIM)

#### (b) STRUCTURALS / PIPES:

Fabrication, erection, inspection & testing of steel structures for cone roof supporting structures (supporting structures will be required to install on top of roof plates instead underside shown in the drawing & accordingly the drawing may be revised) including curb angle, spiral stairwaytop handrailing, intermediate platform, grating of stairway steps and platform, name plate, earthing connections, angle fabricated wind girders, structural supports by using the re-usable materials to be supplied by APL, preparation of day to day inspection reports as per QAP approved by APL, As Built Drawings, supply of all consumables, labours, machineries & equipments to complete the worksas per drawing, specification, standards, codes, scope of works & supply as per instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus/scrap materials to owner, s store. (MS Plate, CS Pipes, Flanges and Pipe Fittings shall be supplied by M/s. APL as FIM)



#### (c) APPURTENANCES:

(i) Fabrication,Installation,Inspection & Testing as required for the Nozzles (reinforcing pads covered under plate work) of Carbon Steel Pipes,nozzle flanges,blind/matching flange as per drawing & standards along with gaskets,bolting,valves & instruments by using the re-usable marterials from dismantling & removal as per good condition of materials as well as new materials to be supplied by APL,conducting pneumatic test for reinforceing pads,preparation of day to day inspection reports as per QAP approved by APL, As Build Drawings, supply of all consumables,labour,machineries & equipments to complete the works as per drawing,specification,standards,codes,scope of works & supply as per instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus / scrap materials to owner's store.

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(ii) Fabrication,Installation,Inspection & Testing as required for the Nozzles (reinforcing pads covered under plate work) of Stainless Steel Pipes,nozzle flanges,blind/matching flange as per drawing & standards along with gaskets,bolting,valves & instruments by using the re-usable marterials from dismantling & removal as per good condition of materials as well as new materials to be supplied by APL,conducting pneumatic test for reinforceing pads,preparation of day to day inspection reports as per QAP approved by APL, As Build Drawings, supply of all consumables,labour,machineries & equipments to complete the works as per drawing,specification,standards,codes,scope of works & supply as per instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus / scrap materials to owner's store.

(MS Plate, CS Pipes, Flanges and Pipe Fittings shall be supplied by M/s. APL as FIM).

#### 4. SPECIAL CONDITIONS OF CONTRACT

#### **SPECIAL TERMS & CONDITIONS (TECHNICAL):**

- **<u>I.</u>** Supply of all skilled & unskilled manpowers, machineries & equipments, tools & tackles and all consumables required to execute the jobs will be in your scope of work.
- II. All pipes & pipe fittings, MS plates & structural materials required to execute the job will be supplied by APL as Free Issue Materials (FIM).
- You shall also be required to submit all the previous certificates/credentials of your qualified welders to be engaged prior to start of welding job related to plant.
- <u>IV.</u> All scaffolding materials and skilled scaffolders required for scaffolding works will be in your scope.
- <u>V.</u> Welding electrodes required for execution of job will be in your scope of supply with the procurement from following approved vendors with batch test certificates
  - a) D & H Secheron
  - b) Advani Oerlikon
  - c) ESAB.
- <u>VI.</u> Necessary Site Facilities such as Space, Water & Electricity as required to execute the jobs will be provided by M/s. APL free of cost.
- <u>VII.</u> The contractor has to make his own arrangement of equipment, materials and manpower for dewatering of accumulated water in the underground pipe trenches during excavation work.
- <u>VIII.</u> The contractor has to provide temporary support for all the above ground pipes laid for the repairing works. (Permanent support will be provided by M/s APL after completion of work).
- <u>IX.</u> During the execution of any plant related jobs, you shall have to implement the best engineering practice to maintain a good quality of workmanship for the entire allotted jobs.
- X. The AMC will be initially valid for 1 (one) year from the date of issue of this work order and the item rates should remain firm during the contract period which may be extended for another



one year finding a satisfactory performance during last period of contract and based on written consent to carry out the jobs at same item rates and terms & conditions of the contract as per the written request submitted to the Contractor by M/s. APL.

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- XI. You shall be intimated 2/3 days in advance for mobilization of your machineries & equipments, tools & tackles, manpower's for execution of allotted jobs as & when required on urgent basis.
- **XII.** The entire allotted job related to plant should be executed under strict inspection, supervision and to the satisfaction of M/s. APL.

#### 5. INSTRUCTION TO BIDDER:

- a) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax"
- b) 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 15 days after issue of LOI / Work Order. The format for the same is per **ANNEXURE-I**
- c) EARNEST MONEY DEPOSIT: The bidder has to deposit a sum of Rs. 35,650/- (Rupees Thirty Five Thousand Six hundred Fifty) in online mode only by NET Banking/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.
- d) MSME valid certificate under category of similar works is considered for exemption of EMD.
- e) EMD and Retention money shall not bear any interest.
- f) The schedule of Quantities and rates shall be read in conjunction with the specifications, and tender documents. Bidder shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to codes & 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.
- g) The bidder is expected to examine the bidding documents, including all instructions, forms, general conditions of contract, special conditions of contract, technical Specifications, drawing and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents.
- h) Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.
- i) The bidder shall provide the authority to the person signing the bid
- j) Relevant 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.

k) The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the sole right to terminate the contract at any point of time and deploy other party / parties to complete the job. In such case payment would be given to the newly deployed party / parties. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected

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- I) APL shall not provide any site facility like accommodation for workers, tools and tackles, electricity, water etc if required for execution of the work the same will have to be arranged by the bidder.
- m) All safety norms to be maintained during execution of the work. APL is not liable for any compensation in this regard.
- n) <u>SECURITY DEPOSIT</u>: The successful BIDDER shall furnish, within 15 days from date of issue of the letter of intent, security deposit equal to 10% of the total accepted tender value for proper fulfilment of the CONTRACT in form of Bank guarantee/RTGS/ NEFT/Net Banking as per Format covered in ANNEXURE-III of this document.
- **o) GUARANTEE PERIOD** You should provide guarantee for 12(twelve) months for your workmanship from the date of completion of the entire job. For any defects arise, you shall have to rectify the same free of cost.
- p) <u>PENALTY</u>-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 1% of work order value per week, limited to maximum of 10%, shall be recovered from the bidder bills.

#### q) **PAYMENT TERMS**:

- 1. The Contractor shall submit maximum 04(Four ) No's of running Bill for the completed work duly certified by the by Engineer-in-Charge.
- 90% Payment will be released on the running bill after successful completion of jobs certified by Engineerin-Charge within 30 days time period from the date of submission of your Bill.
- 3. 10% of the Bill value shall be retained as security which will be released after completion of Guarantee Period on submission of Performance Guarantee.
- 4. No interest will be payable on the Earnest Money or Security deposit or any other amount payable to the Supplier
- r) TIME SCHEDULE: The Completion period shall be 365(Sixty Days) days for the total complete work, excluding mobilization period of 7 (Seven) days which would be given only once for the entire job, from the date of issue of LOI/WO.
- s) 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.



t) 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.

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u) For clarification relating to bid/ Site visit the bidder may contact following:

	Nava Bikash Borah DGM (C&P)	Address-:- Assam Petro-
	Mob:-9435139178	Chemicals Limited
Contact	Email id-	P.O. Parbatpur, Dist-
Person	borah.nb@assampetrochemicals.co.in	Dibrugarh(Assam)
	&	PIN-786623
	H.S.Shah, DGM(Maintenance) Mob-9435252635	
	Shah.hs@assampetrochemicals.co.in	

#### 6. TENDER SUBMISSION:

# **6.1 Salient Features on Bid Submission**

SI. No	Description	Remarks
a)	Tender Type	Open Limited
b)	Biding stage	Single stage Two bid
c)	Last Date and time for submission of Bids (DUE DATE)	Up to <b>15:00 Hrs on dt.08/08/2023</b>
d)	Place of Submission of Original authenticated Bid (Hard Copy)	Dy.General Manager (C&P),  Email-borah.nb@assampetrochemicals.co.in  Assam Petrochemicals Limited  P.O. Parbatpur, Namrup Dist. Dibrugarh,  Pin – 786623, Assam (India)
e)	Opening of Bid.	03:00 PM on dt.09/08/2023
f)	Contact Person with details for any clarifications	Nava Bikash Borah  Dy.General Manager (C&P)  Mob. No. +91-94351 39178  Email-borah.nb@assampetrochemicals.co.in  -contract@assampetrochemicals.co.in
g)	Bid Validity	<b>180 days</b> from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	Rs.35,650/-



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

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

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

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

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

To
The Deputy General Manager (C&P)
Assam Petrochemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam, Pin 786623

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

#### 7. INCOME TAX AND GST

- a) Bids will be evaluated based on lowest value satisfying all eligibility criteria. The rates quoted shall be inclusive of all taxes and duties and exclusive of GST.
- b) 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.
- c) 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.)
- d) Any Statutory variation in Taxes and duties, after due date of submission of bid till the contractual completion period shall be on Owner's account, against submission of documentary evidence. 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

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- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- I) Any other provisions in the GST not mentioned above will be sou-motto applicable.
- m) 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.
- n) The venue of jurisdiction in case of disputes shall be Dibrugarh, Assam, India



#### 8. BIDDERS WHO CAN BID

a) Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium, and in which case the conditions applicable to a consortium shall apply to them.

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- b) "Affiliate" of a party shall mean any company or legal entity which:
  - i. Controls either directly or indirectly a party, or
  - ii. Which is controlled directly or indirectly by a party, or
  - iii. Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
- c) Bid may be submitted by:
  - i. A single person / entity (called sole bidder)
  - ii. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.
  - iii. A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
  - iv. An Indian arm of a foreign company.
- d) Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:
  - a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
  - b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.
  - c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
    - Each member in a consortium may only be a legal entity and not an individual person;
    - The bid shall specifically identify and describe each member of the consortium;
    - iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
    - iv. One participant member of the consortium shall be identified as the "prime member" and contracting entity for the consortium; this prime member shall be solely responsible for all



aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;

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- v. The prime member shall fulfill each eligibility criteria;
- vi. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the bid and the member's commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;
- vii. No change shall be permitted in the number, nature or share holding pattern of the consortium members after pre-qualification, without the prior written permission of the owner.
- viii. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- ix. No consortium member shall hold less than 25% stake in a consortium;
- x. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- xi. Any person or entity can bid either singly or as a member or only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating than in case of any failure of any supply or performance of equipment, machinery, material or plant or completion of the work in all respects and as per the warranties / guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the works, etc.

#### 9. REQUIREMENTS FOR E TENDERING

- a) The subject tender is an e-tender and owner has hoisted the complete tender documents on website https://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).
- b) 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.

c) 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.

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- d) 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.
- e) Bidders are requested to read the document (Special Instruction to Bidders for Participating in etender) SITB available on the moving scroll of the website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- 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.



m) 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.

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- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- t) Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection
- u) Electrical supervisor's certificate of Competency, in Form B, issued by Electrical Licensing Board, Government of Assam, holding supervisors under their employment.

#### 10. 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.



 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

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d. All Addendum / Corrigendum will be available in the website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> and <a href="https://assamtenders.gov.in/nicgep/app">www.assampetrochemicals.co.in</a>

#### 11. 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.

#### 12. EXTENSION OF BID SUBMISSION / BID OPENING DATE

APL may, at its sole discretion, decide to extend the Bid Submission Date and / or Bid Opening Date. In such a case, all rights and obligations of Owner and that of Bidders previously subject to the Bid Submission Date / Bid Opening Date will thereafter be subject to the new Bid Submission Date / Bid Opening Date.

APL may in its absolute discretion exclude or reject any Bid that in the reasonable opinion only of the Owner contains any false or misleading claims or statements. The Owner has no liability to any person for excluding or rejecting any such Bid

#### **13. 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

#### 14. 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.

#### 15. 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.

Date: 28.07.2023

- a) Non-Submission of EMD/MSME & Integrity Pact along with the Bid if applicable
- b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- c) Non-Submission of Important Bid Documents as mentioned.
- d) Not Meeting the Pre Qualification criteria

#### 16. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

- a) **EMD** of required amount/**MSME** Certificate.
- b) Work orders& completion certificates to comply the Bidder's qualification criteria.
- c) Copy of PAN card, GST registration, EPF registration No
- d) Cancelled Bank Cheque
- e) Income Tax return , Balance Sheet, Profit loss statement for last three financial years i.e 2019-20,2020-21,2021-22

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

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

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



## **ANNEXURE-I**

Date: 28.07.2023

# PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of value mentioned in the Tender document)	
This AGREEMENT is made on theday of Month of Year	
BETWEEN	
Assam Petro-chemicals Ltd, a company registered under companies Act,1956 have its registered office Orion Place, Mahapurush Srimanta sankardev Path, Guwahati and principal place of business at Parbatpur, Namrup in the District of Dibrugarh, Assam (herein referred to as owner/APL) ", we expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to incits successors and assigns) on the <b>ONE PART</b>	P.O. hich
AND	
hereinafter referred to as "BIDDER", which expression shall unless excluded be repugnant to the context or meaning thereof be deemed to include its successors and assigns) or <b>OTHER PART</b> .	•
WITNESSETH THAT	
WHEREAS OWNER /APL desires to have works from the aforesaid BIDDER on terms & condit mentioned In this CONTRACT:	ions
AND WHEREAS BIDDER who has their own know how with resources for Performing such jobs has ag to sign on works agreement and to render the services as per requirement of APL on Terms and conditioned in this CONTRACT.	
NOW Therefore Parties Agree That:	
1) The following annexed hereto shall form an integral part of this CONTRACT:	
<ul> <li>(i) Work Order No: <ul> <li>(ii) Terms &amp; Conditions of enquiry document.</li> <li>(iii) Name of the work</li> <li>(iv) Work order amount</li> <li>(v) Scope of work for BIDDER as per CONTRACT.</li> </ul> </li> </ul>	
2) For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER lump sum of Rs (Rupees).	



PLACE:

DATE:

WITNESS:

<ol> <li>For the purpose of this CONTRACT address of Pa</li> </ol>	rtios will be as follows and all correspondence and
notices in relation to present agreement sent to PARTI sufficient for serving notices on the PARTIES. All Such be addressed to the PARTIES at such addresses.	ES at the addresses below shall be deemed to be
In WITENESS whereof the PARTIES have executed t authorized in this behalf:	his CONTRACT through their Representatives duly
Signed for and on behalf of	Signed for and on behalf of
Assam Petrochemicals Ltd.	Bidder
SIGNATURE	SIGNATURE
NAME	NAME
DESIGNATION:	PLACE:

Date: 28.07.2023

DATE:

WITNESS:



## **ANNEXURE-II**

Date: 28.07.2023

# **SCHEDULE OF RATES**

1	NON-IBR PIPE WELDING JOBS:				
1.10	PIPING (ABOVE GROUND): Transportation of all piping items from Owner's storage point to work site, fabrication including cutting, edge preparation, (inclusive of grinding the edge of pipe, pipe spools, fittinga flanges etc. to match with the mating edges of uneven / different thickness whenever required), fitup, bending, preheating whenever required, welding, threading and laying of pipes and pipe spools (spools along with supports) of all types and thickness over sleepers / overhead on pipe racks and at all elevations, hook ups with existing piping, connecting with equipment nozzles, strainers, steam traps, orifice assemblies, spray nozzles, rotameters, tappings for pressure gauges, thermowells, sample connections, sample coolers, closed sample system cabinets etc. and fixing of gaskets, bolts, nuts including application of torque whenever required & all other inline instruments and fittings, like elbows, reducers, tees, flanges, spectacles blinds and spacer & blinds, piping specials such as mitres and fabricated fittings, vents, drains (but excluding reinforcing pads), sw valves upto 1 1/2NB, steam supply/condensate recovery stations (cast/fabricated), supply of welding of strip as per EIL Std 7-51-01112 to all pipes before hydrotesting at exit points of units for earthing purpose, alignment, cleaning & flushing by water/compressed air, hydostatic, pneumatic, vacuum, spark testing and any other type of testing as specified drainig, drying by compressed air, performing positive material indentification (PMI) using alloy analysers, completing all such works in all respects (including preparation of isometrics as mentioned in the scope of works for the job) as per specifications, drawings and instructions of Engineer in-charge and return of surplus pipes & other materials to owner's storage point (CS Pipes, Flanges, Pipes & Pipe Fittings, Gaskets and Stud Bolts shall be supplied by M/s. APL as FIM) CARBON STEEL PIPING (NON-IBR), THK <= 10MM				
1.12	Dia 1/2" - 12"	220.000	Inch-Dia	QUOTED	
1.13	NON-IBR PIPING ERECTION, ALIGNMENT & WELDING:				
1.14	Dia 1/2" - 12"	290.000	Inch-M	QUOTED	
1.15	FABRICATION, ERECTION & WELDING OF MS PLATES & STRUCTURAL STEEL WORKS	2.300	MT	QUOTED	



1.20	•				
1.20	NON-IBR VALVES ERECTION: FLANGED / WAFER VALVES (UPTO 300#): Transportation of all types of valves (including special valves, motor operated valves, PSVs, TSVs, Control Valves, On-Off / Shutdown Valves, Self actuated valves) from Owner's storage points to worksite amd installation of valves for all rating including assembly of valves accessories like air bottles tec. if any, fixing of gaskets stud bolts/nuts whenever required as per drawing & specification and instruction of Engineer in-charge (NON-IBR Valves, Gaskets & Stud Bolts etc. shall be supplied by APL as FIM)				
1.21	2" NB	8.000	Nos	QUOTED	
1.22	3" NB	6.000	Nos	QUOTED	
1.23	4" NB	3.000	Nos	QUOTED	
1.24	6" NB	2.000	Nos	QUOTED	
1.25	8" NB	2.000	Nos	QUOTED	
1.26	10" NB	2.000	Nos	QUOTED	
1.27	12" NB	2.000	Nos	QUOTED	
1.30	STAINLESS STEEL PIPE WELDING JOB: SS PIPING: Transportation of all piping items from Owner's storage point to work site, fabrication including cutting, edge preparation, (inclusive of grinding the edge of pipe, pipe spools, fittinga flanges etc. to match with the mating edges of uneven / different thickness whenever required), fitup, bending, preheating whenever required, welding, threading and laying of pipes and pipe spools (spools along with supports) of all types and thickness over sleepers / overhead on pipe racks and at all elevations, hook ups with existing piping, connecting with equipment nozzles, strainers, steam traps, orifice assemblies, spray nozzles, rotameters, tappings for pressure gauges, thermowells, sample connections, sample coolers, closed sample system cabinets etc. and fixing of gaskets, bolts, nuts including application of torque whenever required & all other inline instruments and fittings, like elbows, reducers, tees, flanges, spectacles blinds and spacer & blinds, piping specials such as mitres and fabricated fittings, vents, drains (but excluding reinforcing pads), valves, steam supply/condensate recovery stations (cast/fabricated), supply of welding of strip to all pipes before hydrotesting at exit points of units for earthing purpose, alignment, cleaning & flushing by water/compressed air, hydostatic, pneumatic, vacuum, spark testing and any other type of testing as specified drainig, drying by compressed air, performing positive material indentification (PMI) using alloy analysers, completing all such works in all respects (including preparation of isometrics as mentioned in the scope of works for the job) as per specifications, drawings and instructions of Engineer in-charge and return of surplus pipes & other materials to owner's storage point (SS Pipes, Flanges, Pipes & Pipe Fittings, Gaskets and Stud Bolts shall be supplied by M/s. APL as FIM)				
1.31	ConstruSS PIPING FABRICATION & WELDING: Dia 1/2" - 16" SS PIPING ERECTION, ALIGNMENT & WELDING:	110.000	Inch-Dia Inch-M	QUOTED	
1.32	Dia 1/2" - 16"	130.000	111011-171	QUOTED	

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REPAIRING WORKS OF A/G & U/G FIRE WATER PIPELINE 2.00 NETWORKS INSIDE PLANT PREMISES OF M/S. APL **FABRICATION AND ERECTION OF PIPING: Laying and** ioining of Carbon Steel pipes, pipes & pipe fittlings, valves and specials including transportation of all material from Owner's storage point to worksite & return back of surplus materials, earthwork in excavation in all types of soil **EXCLUDING SOFT ROCK AND HARD ROCK for pipe** trenches, saddles, etc. cutting of pipes if required, edge preparation, providing corrosion protection coating as per specification, on pipes and specials, laying the pipes in the trenches to required alignment and levels, welding the same after laying, installation of flanges, blind flanges, valves, tapping for pressure gauges, temperature gauges and all other online instruments, providing reinforcing pads as per piping material specification, fixing of nuts, bolts, gaskets and washers, welding, corrosion protection coating of field joints, cutting of road wherever required & making good the same, testing for the corrosion protection coating as per specification, hydrostatic testing of the system, flushing, backfilling the trenches with select material from available excavated soil including reexcavating the deposited soil excavated earlier, breaking clods and laving in lavers of 15 cm compacted thickness. watering, compacting with mechanical means like vibro rammers etc. to 90% of dry density as per IS:2720 Part-VII, disposal of surplus earth/ unserviceable material to demarcated area anywhere within the complex limit etc. complete as per drawings, specifications and instructions of Engineer-in-Charge including connecting the pipes to manhole, including return of all unused / scrap pipe to owner's storage point (CS Pipes, Flanges, Pipe Fittings, Valves, gaskets and stud bolts shall be supplied by M/s. APL as FIM) For Water System (Pressure Piping) For CS Piping (Non 2.10 IBR), Thickness <=10 mm Fabrication (Above Ground), For following Nominal Sizes -CS PIPING FABRICATION & WELDING: 2.11 Dia 2" - 6" 2.12 Inch-Dia **QUOTED** 180.000 Dia 8" - 14" 2.13 220.000 Inch-Dia **OUOTED** 2.14 **CS PIPING ERECTION, ALIGNMENT & WELDING:** Dia 2" - 6" OUOTED 2.15 180.000 Inch-M 2.16 Dia 8" - 14" 220.000 Inch-M **QUOTED** For Water System (Pressure Piping) For CS Piping (Non 2.20 IBR), Thickness <=10 mm, Erection (Under Ground) including Corrosion Protection Coating(Tape), For following Nominal Sizes -CS PIPING FABRICATION & WELDING: 2.21 Dia 2" - 6" 2.22 160.000 Inch-Dia **QUOTED** Dia 8" - 14" 2.23 QUOTED 250.000 Inch-Dia **CS PIPING ERECTION, ALIGNMENT & WELDING:** 2.24

Date: 28.07.2023



	TENDER NO- APL/C&P/Mech/Maint/23-24/184	D	ate: 28.07.2	2023	
2.25	Dia 2" - 6"	160.000	Inch-M	QUOTED	
2.26	Dia 8" - 14"	250.000	Inch-M	QUOTED	
3.00	TANK REPAIR & MAINTENANCE JOB:				
3.10	Dismantling of existing MS Plates & Structurals by gas cutting	5.000	MT	QUOTED	
3.20	Dismantling of existing SS Plates by cutting / grinding	140.000	Inches	QUOTED	
3.30	Dismantling of existing SS Plates by cutting / grinding Fabrication, Erection and Welding of SS Plate Works	130.000	Inches	QUOTED	
3.40	PLATE Plate Works for Cone Roof Tank except internal floating roof (with a proper scaffolding & by taking proper safety measures by the contractor), shifting of materials from owner's store to worksite, fabrication & erection of Shell and Bottom Plate (sketch plates & annular plate including backing strips), Cone Roof, Compression Ring / Knuckle Plate, Angle Fabricated Wind Girder, Bearing Plates for Pipe Supports, Datum Plates, Shell Manhole Necks, Bolting & Cover Flanges for Shell Manhole, Reinforcement Pad for Shell Manhole, Nozzle Reinforcing Pads, Roof Manhole Necks, Bolting & Cover Flanges for Roof Manhole, Reinforcement Pad for Roof Manhole, Pads for all the appurtenance & attachment, fabrication & erection of all items as per drawing, conducting test such as vaccum test, MP/DP test, pneumatic test, oil penetrant examination etc. for shell, bottom & roof as specified in drawing / specification / code, preparation of day to day inspection reports as per QAP approved by APL, As Built Drawings for final submission, providing all temporary structures / scaffolding / clamps / wedges including supply of all consumables, labours, equipments, machineries, tools & tackles etc. to complete the works in all respect as per drawing, specification, standard, code, scope of works, scope of supply and instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) & returning of surplus/scrap materials to owner's store	3.900	MT	QUOTED	
3.40	STRUCTURALS / PIPES: Fabrication, erection, inspection & testing of steel structures for cone roof supporting structures (supporting structures will be required to install on top of roof plates instead underside shown in the drawing & accordingly the drawing may be revised) including curb angle, spiral stairway, top handrailing, intermediate platform, grating of stairway steps and platform, name plate, earthing connections, angle fabricated wind girders, structural supports by using the re-usable materials from dismantling & removal as per good condition of materials as well as new materials to be supplied by APL, preparation of day to day inspection reports as per QAP approved by APL, As Built Drawings, supply of all consumables, labours, machineries & equipments to complete the works as per drawing, specification, standards, codes, scope of works & supply as per instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus / scrap materials to owner's store	2.400	MT	QUOTED	
3.60	APPURTENANCES:				



	Steel Pipes, nozzle flanges, blind/matching flange as per drawing & standards along with gaskets, bolting, valves & other instruments by using the re-usable materials from dismantling & removal as per good condition of materials as well as new materials to be supplied by APL, conducting pneumatic test for reinforcing pads, preparation of day to day inspection reports as per QAP approved by APL, As Built Drawings, supply of all consumables, labour, machineries & equipments to complete the works as per drawing, specification, standards, codes, scope of works & supply as per instruction of Engineer Incharges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus / scrap materials to owner's store				
3.62	Fabrication, Installation, Inspection & Testing as required for the Nozzles (reinforcing pads covered under plate work) of <b>Stainless Steel Pipes</b> , nozzle flanges, blind/matching flange as per drawing & standards along with gaskets, bolting, valves & other instruments by using the re-usable materials from dismantling & removal as per good condition of materials as well as new materials to be supplied by APL, conducting pneumatic test for reinforcing pads, preparation of day to day inspection reports as per QAP approved by APL, As Built Drawings, supply of all consumables, labour. Machineries & equipments to complete the works as per drawing, specification, standards, codes, scope of works & supply as per instruction of Engineer In-charges of APL including reconciliation of Free Issue Materials (FIM) and returning of surplus / scrap materials to owner's store	60.000	Inch-M	QUOTED in Figures	

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#### **NOTES:**

1	Annlicable rate	of GST to	he mentioned	hy the Ridders

a.	IGST	%
b.	CGST	%
c	SGST	%

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

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

- I. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- II. 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
- 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. If any mismatch in the rate (in words) and rate (in fig), the lowest part shall be taken into consideration.



#### **ANNEXURE-III**

Date: 28.07.2023

# BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITYOF THE OBLIGATIONS OF VENDOR / CONTRACTOR

(On non-judicial stamp paper of appropriate value)

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

Guwanati 761003, maia
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
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

Date: 28.07.2023

- 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. Not withstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs........ ii) This Bank Guarantee shall be valid upto and including ......; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.
- 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Vendor" and "the Bank" in this regard.

IN WITNESS Where of	Bank, has executed this document at	on
	Bank	
(by its constituted attorney)		

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



#### **ANNEXURE-IV**

Date: 28.07.2023

#### **INTEGRITY PACT**

#### **BETWEEN**

Assa AND	Assam Petro-chemicals Ltd., hereinafter referred to as "The Principal",  AND hereinafter referred to as "The Bidder / Bidder".										
<u>Prea</u>	mble										
The	Principal	intends	to	award,	under			organizational al values full co	•	<u>-</u>	
	regulations ions with it	-	•	•			•	ources, and of f	•		
In or	der to achi	eve these	goal	s, the Pri	ncipal w	ill app	oint an	external indepen	dent Monitor	who will mo	nitor

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.

Date: 28.07.2023

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.

Date: 28.07.2023

- (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.

Date: 28.07.2023

# 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**

<ol> <li>This agreement is subject to Indian as well as state of Ass</li> </ol>	sam local laws.	Place of performance and jurisdict	on
s the Registered Office of the Principal, i.e. Guwahati.			

Date: 28.07.2023

- 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 o	ne or several	provision (	of this	agreement	turn	out to	be	invalid	the	remainder	of thi	s agreement
remains vali	id. In this the p	arties will s	trive to	come to ar	n agre	ement	to t	heir ori	ginal	intentions.		

	FOR THE PRINCIPAL
	FOR THE BIDDER/BIDDER
WITNESS 1	
WITNESS 2	
Place :	

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



#### **TABLE OF CONTENTS**

Date: 28.07.2023

- 1. UNDERTAKING 1
- 2. UNDERTAKING 2
- 3. EQUIPMENT AND MACHINERY QUESTIONARE
- 4. MANPOWER QUESTIONARE
- 5. BIDDER GENERAL INFORMATION
- 6. NO DEVIATION CONFIRMATION
- 7. FINANCIAL STATUS QUESTIONARE
- 8. CHECK LIST

Note: 1. Above 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 declarations should be enclosed wherever necessary.



# PROPOSAL EXHIBITS NO. 1

Date: 28.07.2023

Ref	Date:	
	<u>UNDERTAKING-I</u>	
	ndertaking should be on the letterhead of the bidder and should be signed by a tent and having the power of attorney to bind the bidder.	person
Assam Po P.O. Parl	anaging Director Petro-chemicals Limited, orbatpur, Namrup arh (Assam), Pin-786623	
Dear Sir,	r,	
instruction entitled parts and shall be balance use of all in connemeeting	Indertake and confirm that, in case of default on the part of the Bidder in carrying tion of the owner or fails to complete the job within the stipulated time, the owner of to employ and pay any other bidder or the owner himself to carry out the same who not all expenses consequent thereon or incidental thereto shall be borne by the Bider recoverable from him by the Employer and may be deducted by the Employer for the due or which may become due to the Bidder. In that event the owner shall have the all the bidder's equipments and other things free of charge that may be at any time on nection with the work. If the cost of completing the works or executing the part there is claims of third parties as aforesaid shall exceed the balance due to the bidder, they such excess to the owner.	shall be olly or in dder and rom any e right to the site eof or of
Yours fai	aithfully,	
Signature	ıre	
Name		
Designat	ation	
For & on	on behalf of	
Bidder's	s Company Seal:	



# PROPOSAL EXHIBITS NO. 2

Date: 28.07.2023

Ref	Date:
<u>UNDERTAKING-II</u>	
This undertaking should be on the letterhead of the bidder and should and having the power of attorney to bind the bidder.	be signed by a person competent
то,	
The Managing Director Assam Petro-chemicals Limited, P.O. Parbatpur, Namrup Dibrugarh (Assam), Pin-786623	
Dear Sir,	
I/We undertake and confirm that, in case of default on the part equipments/machineries which is required to execute the work or as per owner shall be entitled to deploy from his own or hire from other agency parts and all expenses consequent thereon or incidental thereto shall be recoverable from him by the Employer and may be deducted by the Employer and become due to the Bidder. If the cost of executing the works or the parties as aforesaid shall exceed the balance due to the bidder, the owner.	er the instruction of the owner, the cy to execute the work wholly or in e borne by the Bidder and shall be oyer from any balance due or which part thereof or of meeting claims of
Yours faithfully,	
Signature	
Name	
Designation	
For & on behalf of	
Bidder's Company Seal:	

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

Date: 28.07.2023

#### **SCHEDULE OF EQUIPMENT AND MACHINERY:**

The BIDDER shall indicate below the equipment and erection machinery he has in his possession and proposes to bring to the site, in case the work is awarded to him.

SI. No	TYPE AND DESCRIPTION OF EQUIPMENT AND MACHINERY	THE	NUMBER IN POSSESSION	NUMBER PROPOSED TO BRING TO THE SITE

The BIDDER hereby confirms that the quantity and type of equipment and machinery he will employ for the site work will not be less than those listed above. The BIDDER also agrees to bring more equipment and machinery, if so warranted, in the opinion of the PURCHASER/ OWNER to meet the construction norms and construction schedule.

COMPANY SEAL	Signature
	Name
	Designation
	Company
	Date

**Note:** Enclose separate sheet, if necessary. Additional sheet appended must bear the signature & seal of bidder.

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

Date: 28.07.2023

## **MANPOWER QUESTIONNAIRE**

The contractor shall indicate below the proposed manpower deployment:

#### <u>TABLE - 1</u>

Α	Technical	Max. Nos.	В	Skilled Worker	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
V.			V.		
vi.			vi.		
vii.			vii.		
viii.			viii.		

#### TABLE - 2

С	Supervisory Staff	Max. Nos.	D	Office Staff	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
V.			V.		
vi.			vi.		

SEAL OF TENDERER	SIGNATURE OF TENDERER

**Note:** Enclose separate sheet, if necessary. Additional sheet appended must bear the signature & seal of bidder

#### **PROPOSAL EXHIBITS NO.5**

Date: 28.07.2023

#### **BIDDER'S GENERAL INFORMATION**

To M/s ASSAM PETROCHEMICALS LIMITED

# SUB – AMC FOR NON IBR PIPE WELDING UNDERGROUND FIREWATER PIPELINE AND TANK REPAIR & MAINTENANE OF 100 TPD METHANOL-II & 125 TPD PLANT OF M/S APL FOR THE FY' 2023-24

Tender No – APL/C&P/Mech/Maint/23-24/184

1	Bidder Name (With Contact Person Name &Details)		
2	Status of Firm	Proprietorship  If Others Specify:	Firm/Partnership firm/Limited/Others [Enclose
		ii Others Specify	[Effelose
3	Name of Proprietor/Partners/Directorsof 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 &	(Country Code)	(Area Code) (TelephoneNo.)

	TENDER NO- APL/C&P/Mech/Maint/23	3-24/184 Date: 28.07.2023
	Landline]	
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 Registration Certificate]
20	EPF Registration No.	
		[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under	Yes / No
	thedefinition of section 2 (n) of	(If the response to the above is 'Yes", Bidder to
	the MSMED Act	provide Purchaser a copy of the Entrepreneurs  Memorandum (EM) filled with the authority
22	Whether Micro/Small Enterprise	specified by the respective State Government.) (Bidder to submit documents as specified it ITB)
23	Type of Micro/Small Enterprise	General/SC/ST
		(Bidder will submit documentary evidence forthe same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service
		taxAct).
		(In case of Non-Corporate Entity, bidder will
		submit documentary evidence for same).

Place:	[Signature of Authorized
	[0

Signatory of Bidder]Date: Name:

Designation:

Seal:

#### Date: 28.07.2023

## **"NO DEVIATION" CONFIRMATION**

To M/s ASSAM PETROCHEMICALS LIMITED

SUB - AMC FOR NON IBR PIPE WELDING UNDERGROUND FIREWATER PIPELINE AND TANK REPAIR & MAINTENANE OF 100 TPD METHANOL-II & 125 TPD PLANT OF M/S APL FOR THE FY' 2023-24

Tender No – APL/C&P/Mech/Maint/23-24/184 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 weagree 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.07** 



# TENDER NO- APL/C&P/Mech/Maint/23-24/184 FINANCIAL STATUS QUESTIONNAIRE

Date: 28.07.2023

#### A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of
		Similar Nature
2021-22		
2020-21		
2019-20		

B.		Num	har
п.	PAN	1311111	.,,

- C. GST Registration No:
- D. EPF Registration No.

\_\_\_\_\_

#### SEAL OF TENDERERSIGNATURE OF TENDERER

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

**PROPOSAL EXIHIBITS NO-8** 



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

Date: 28.07.2023

# Please tick (V) in the CHECK BOX

SI. 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 – II)	
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	
10.	No Deviation Certificate as per Proposal Exhibits-06	

SEAL OF BIDDER	SIGNATURE OF BIDDER
	END