

ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

TENDER DOCUMENT FOR “HIRING OF EXCAVATOR (JCB), LIFTING EQUIPMENT (HYDRA), TRUCK FOR SHIFTING/DISPOSAL OF EXCESS MATERIAL/SOIL FROM DIFFERENT LOCATIONS OF PROJECT SITE AT 500 TPD PROJECT OF ASSAM PETRO-CHEMICALS LIMITED”

LOCATION: NAMRUP, ASSAM

Tender No. [APL/C&P/CIVIL/PROJ/2021-22/004](#)

TOTAL ESTIMATED COST	Rs. 10,50,750.00
EARNEST MONEY DEPOSIT	Rs. 21,000.00
BID DOCUMENT ISSUE PERIOD	From 11.00AM on dt. 04/02/2022 up to 11.00 AM on dt.15/02/2022
LAST DATE OF BID SUBMISSION	Up to 11.00 AM on dt.15/02/2022
BID OPENING DATE	At 3.00 PM on dt.16/02/2022
BID SUBMISSION	In e-tendering portal https://assamtenders.gov.in/nicgep/app
AVAILABILITY OF TENDER DOCUMENTS	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

ASSAM PETRO-CHEMICALS LIMITED

NAMRUP, ASSAM

Ref.No. **APL/C&P/Civil/Proj/2021-22/004**

Dated : **03/02/2022**

NOTICE INVITING TENDER

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

Name of Work	Estimated Cost	Earnest Money	Cost of Tender Document incl. GST
Hiring of Excavator (JCB), Lifting Equipment (Hydra), Truck for shifting/disposal of excess material/soil from different locations of Project site at 500TPD project of APL	Rs.10,50,750.00	Rs.21,000.00	Nil

Detailed tender document can be downloaded from <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in . Last date of submission of bid is **15/02/2022**. Bids shall be received **up to 11AM only** on the last day. Techno-Commercial Bids shall be opened at **3.00 PM** on **16/02/2022**

Hard copies of completed Techno-Commercial Bids & Price Bid after being sealed in separate envelopes should be placed under a single sealed cover and should be submitted at the office of the **Dy. General Manager (C&P), APL, Namrup**, along with the requisite **Earnest Money Deposit (EMD)** in the form of **Demand Draft / Bankers Cheque** in favor of Assam Petrochemicals Limited payable at Namrup. The Demand Draft / Bankers Cheque in respect of EMD should be placed inside the envelope containing Integrity Pact. NIT reference number and Name of the work should be super scribed on top of the envelope as **“HIRING OF EXCAVATOR (JCB), LIFTING EQUIPMENT (HYDRA), TRUCK FOR SHIFTING/DISPOSAL OF EXCESS MATERIAL/SOIL FROM DIFFERENT LOCATIONS OF PROJECT SITE AT 500 TPD PROJECT OF ASSAM PETRO-CHEMICALS LIMITED”**.

A. BIDDER'S QUALIFICATION CRITERIA:

a) TECHNICAL:

- 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 Five years. Work orders and job completion certificate to be submitted to validate the experience.

2. To be eligible, the contractor should have successfully executed either one similar job having executed value of not less than **80%** of estimated cost **or** two similar jobs, each having executed value not less than **50%** of estimated cost **or** three similar jobs, each having executed value not less than **40%** of estimated cost.
3. The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.

b) COMMERCIAL:

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31st March viz. **2020-2021, 2019-2020 and 2018-2019** should not be less than the amount equivalent to **30%** of estimated cost.
2. The bidder shall have earned a net positive profit for the last three consecutive years.
3. The financial net worth of the bidder as per latest audited annual report shall be positive.
4. The contractor should be registered under GST, Income Tax & EPF authorities.
5. Only those fulfilling the above requirements should participate in the bid.

B. INSTRUCTION TO BIDDER:

1. Rates quoted should be inclusive of all taxes and duties but exclusive of GST.
2. Rates quoted should be inclusive of transportation, mobilization, demobilization, site clearance installation charges etc.
3. 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 5 days after issue of LOI / Work Order. The format for the same is per **ANNEXURE-I**
4. The bidder has to deposit a sum of **Rs.21,000.00/-** (Rupees Twenty One Thousand) only in Demand Draft or Bank guarantee in favor of ASSAM PETRO-CHEMICALS LTD payable at NAMRUP as earnest money along with their offer. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.
5. MSME valid certificate under category of similar works is considered for exemption of EMD.
6. EMD and Retention money shall not bear any interest.
7. 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.
8. 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.

9. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected.
10. 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.
11. 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.
12. The estimated quantity shall be subject to a variation of $\pm 25\%$. However irrespective of any variation in quantity of individual items, rates shall remain unaltered.
13. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Engineer – In – Charge.
14. The bidder is expected to examine the bidding documents, including all instructions, forms, **general conditions of contract** of APL, special conditions of contract of APL, technical Specifications, drawing and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents.
15. 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.
16. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.
17. Bidder has to make available Tripper/Dumper, Excavator, Vibratory roller, Plate compactor (if required) during execution.
18. Bid validity period is **180 days** from the DUE DATE or EXTENDED DUE DATE.
19. For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	Nava Bikash Bora DGM (C&P) Mob:-9435139178 Email id- borah.nb@assampetrochemicals.co.in & K.B. Chetry ,Sr Manager (Civil_proj) Mob:-7002042644 Email id- chetry.kharka@assampetrochemicals.co.in
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786 623

20. **INCOME TAX:** 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.
21. 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.)
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Any other provisions in the GST not mentioned above will be sou-motto applicable.
30. 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.
31. All safety norms to be maintained during execution of the work. All safety equipment required including PPE is in the scope of the contractor. APL is not liable for any compensation in this regard.

32. The venue of jurisdiction in case of disputes shall be Dibrugarh, Assam, India.
33. The above stated terms and conditions shall prevail in case of any conflict with the terms and conditions laid down in the **General directions and Condition of Contract**.
34. The bidder shall provide the authority to the person signing the bid.
35. 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.
36. The bidder shall indicate the total quoted price both in figures as well as in words in the format for submitting prices. Where there is a discrepancy between rates quoted in figures and in words, the rate quoted in the word shall prevail. Where there is a discrepancy between the unit rates and the amount entered, the unit rate shall govern for evaluating the correct amount. Rates and price shall be written only in schedule of quantities and rates given in any other format will be rejected and bidder will be disqualified.
- 37. TERMS OF PAYMENT:** The Terms of Payment shall be as per **Clause No- O(1.1&1.2)** of “Special Conditions of Contract” of this Tender.
- 38. SECURITY DEPOSITE:** 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 fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-III** of this document.
- 39. TIME SCHEDULE:** The Completion period shall initially be **45 (Fifteen) days**, , from the date of site handover of site to the successful Bidder. However it may take longer with requirements as directed by the Engineer-In Charge at site .
- 40. MOBILIZATION ADVANCE:** The Terms of Payment shall be as per **Clause No. O(2)** of “Special Conditions of Contract” of this Tender.
41. Authorized representative intending to be present at the time of opening of the bid shall submit authority letter duly sealed and signed by the bidder.

42. PREPARATION OF TENDER :

- (a) All papers of the tender should be signed and sealed by the authorized signatory of the Bidder. All the additional pages submitted as testimony shall also be signed, dated and sealed.
- (b) The prices quoted shall be firm.
- (c) The prices and amounts entered in Price Bid shall represent the Bidder’s offer generally in accordance with the requirement. If there is a discrepancy in the amounts entered in figures and in words, the amount in words shall prevail.
- (d) APL may, at its discretion, extend the date of submission of tender.
- (e) Bidders are advised to ensure that their bids are complete in all respects and confirm the purchaser’s terms and conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

- (f) Bidders are advised not to take any exception / deviations to the bid document. Still, if exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may be rejected outright.
- (g) The bidder should provide name of contact person, contact mobile number, E-mail address and correspondence address along with the Technical Bid.
- (h) The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser, shall be written in English language.
- (i) The bidder must submit copy of PAN and GST Regd. No. etc as required issued by appropriate Govt. Authority.
- (j) All corrections and alterations, if any, in the entries of tender paper shall be signed in full and stamped by the tendered with date. No erasers or overwriting are acceptable.

C. CONTRACTOR'S SCOPE OF WORK:

1. The Bidder's scope of work shall cover furnishing Lifting equipment (Hydra-14MT capacity), Earth Excavator (JCB), Tipper/Dumper mentioned in the Bid, including fuel, lubricant, operator, Skilled worker (Other than ITI certificate holder), labour if required, tools and all other services necessary for the complete execution of works.
2. Requirement of Machineries will be intimated to the Bidder on the basis of as and when required as per the site requirement. The Bidder should bind to comply as per the owner's requirement.
3. Fitness certificate of machineries are to be furnished by Bidder as a proof of good condition of machineries to be used
4. The Bidder'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. Detailed scope of work is as per Annexure-V
5. The scope of work in general includes scope of work specified in various Technical **Specifications**/Sections provided in the Tender Document and Schedule of Price (SOP) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-In-Charge.
6. Scope of work shall be read in conjunction with item description of Schedule of Price and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.
7. Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "Schedule of Rates" but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.
8. Price shall be submitted for all items and the quoted price shall be firm. The price shall include all fuel & lubricant charges, operators

9. The works are to be carried out at the location as directed by the Engineer-in-charge adjacent to the proposed Plant area and ongoing Project construction area. 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. Bidder 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. Bidder shall understand the complete scope of work as stipulated in the Bid Document.
10. 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.
11. At the time of handing over of completed work to the Department, all the damages, pot holes and undulation caused by any traffic shall be made good and road repaired properly by the bidder to the satisfaction of the Engineer-In Charge of the Department. Nothing extra shall be payable to the bidder.
12. Some restrictions may be imposed by the Department for movement of vehicles, materials, labours and bidder bound to follow all such restrictions/Instructions and nothing extra shall be payable on this account or due to less/reduced working hour etc.
13. Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Bidder, 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 Bidder.
14. 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**.
15. The surface shall be inspected and approved immediately prior to commencement of sub-base construction. Any soft, yielding material shall be removed and replaced by topping material approved by the Engineer. Holes, depressions and other irregularities shall be made good as directed by the Engineer and the sub-grade re- compacted and finished to receive the sub-base course.
16. 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.
17. Bidder shall provide necessary barricading while carrying out the construction works if required.
18. Bidder 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 Bidder.
19. The Bidder 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.
20. Construction power and Construction water shall be arranged by the bidder at his own cost.
21. 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.
22. 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 Bidder, due to the reasons

attributable to the Bidder; suitable action shall be taken as per relevant clauses mentioned in **General Conditions of Contract**.

23. The notice inviting tender, general instructions to the bidders & all documents of this tender shall form part of the contract.
24. The Bidder 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.
25. The Bidder 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 Bidder shall be held responsible.

D. REQUIREMENTS FOR E-TENDERING

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

lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.

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

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

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

E. MEASUREMENT OF WORK AND INVOICING PROCEDURE:

For all purposes, measurement will be based on the As- Built drawing and all measurement physical measurement will be taken by the Contractor in presence of Consultant/Owner.

1. The detailed measurements shall be taken jointly by the Contractor's Representative along with Consultant/Owner's Engineer and shall be based on actual site measurements.
2. Consultant/Owner shall verify the measurement; make necessary corrections on the measurement sheets and the abstract of quantities.
3. The relevant Q.C. Sheets (Copies) shall be attached along with Final Bill in Original as part of the quality certification of the bill.

F. INSPECTION:

The work is subject to inspection at all times by the Owner. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents that will be furnished to him during the performance of the work and the relevant codes of practice. The Contractor shall provide access ladders, lighting and necessary instruments at his own cost for the purpose of carrying out inspection by Owner.

G. BID REJECTION CRITERIA:

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

1. Non-Submission of EMD along with the Bid if applicable
2. Submission of Prices or rates in SOQ / SOR in un-priced bid.
3. Bids submitted in loose / stapled papers
4. Bid Submitted without fitness certificate of machineries
5. Bid submitted without having documentary evidence of machineries
6. Bid without signed and sealed on each page.

H. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

1. EMD of required amount.
2. Work orders& completion certificates to comply the Bidder's qualification criteria.
3. Copy of PAN card
4. Fitness certificate ,RC and other documents of machineries
5. Copy GST Registration
6. Income Tax return for last three financial years

I. SALIENT FEATURES OF SUBMISSION OF BIDS

Sl. No	Description	Remarks
a)	Bid type	Single stage single bid
b)	Last Date and time for submission of Bids (DUE DATE)	Up to 11:00 AM on dt.15/02/2022
c)	Place of Submission of Original authenticated Bid (Hard Copy)	Dy.General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
d)	Opening of Bid.	03:00 PM on dt. 16/02/2022
e)	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 K.B.Chetry Sr.Manager (Civil-Proj) Email- chetry.kharka@assampetrochemicals.co.in
f)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
g)	Earnest Money Deposit (EMD)	Rs.21,000/- (Rupees Twenty One thousand)only

Bidder(s) will be required to submit the bids online in e-tendering portal <https://assamtenders.gov.in/nicgep/app>. The original copies of the Un-price bids is required to be submitted within 7(seven) days from the Bid due date and time to the address given below:

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

- 1.1 Cover containing documents as per Bid document and Checklist for online Submission of Bid”:
1. Cover 1 : EMD + Integrity Pact

2. Cover 2: Un-Priced Bid

3. Cover 3: Price Bid containing Schedule of Rates & Quantities with duly filled prices in Microsoft Excel format provided with Tender documents.

Note : Price Bid should not be submitted along with Un-priced Bid submitted in hard copy.

1.2 The bidders shall ensure submission of prices without any erasures. Bidders shall also specify total bid price, wherever applicable, in figures as well as in words.

1.3 Bidder shall indicate Taxes and duties in Prefilled ATC (if applicable) / SOP only. If Bidder indicates taxes & duties elsewhere, it will not be considered for evaluation.

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

1 Tender under the single stage two bids system is to be submitted online at e-tendering portal <https://assamtenders.gov.in/nicgep/app>.

	: Techno-commercial Bid should consist of
Cover-1	1. EMD + Integrity Pact
Cover-2	1. All relevant documentation as per pre-qualification criteria
	2. Technical Offer with detail technical specifications.
	25. Commercial Terms. Terms & Conditions should be mentioned serially as under – a). Unit Price basis: b). Discount : c). GST : d). Terms of payment : e). Validity of offer :
	4. Experience List
	5. Certification
Cover-3	1. Priced Bid in Excel format to be uploaded only in e-tendering portal https://assamtenders.gov.in/nicgep/app .

Note :

1. The price bids shall be opened only for technically qualified bidders.

2. Hard copies of Un-priced Bid (Techno-commercial Bid) has to reached to the office of Deputy General Manager (C&P) within 7 days from Bid Closing Date. **Price Bid should not be submitted in hard copies along with Un-priced Bid. If submitted the Bid will be rejected.**

J. AMENDMENT OF BIDDING DOCUMENTS:

- 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.
- 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.

K. COMPLETION DOCUMENTS:

Following documents should be attached with the final bill:

Completion Certificate by Engineer-In-charge of APL

Taking – Over Certificate by Client

No Demand Certificate from Bidder

No Due Certificate from Bidder

Site clearance Certificate

Labour Liability Certificate

All Field Test Certificate as per Tender requirement

L. 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 / PO will be issued to them.

M. 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.

N. 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.

O. SPECIAL CONDITIONS OF CONTRACT:

1. PAYMENT TERMS

1.1 90% of work value shall be released after successful completion of the work to the best satisfaction of the concerned Engineer in charge

1.2 10% of work value deducted from every running a/c bill/final bill as retention money shall be released after issue of Completion Certificate

2. MOBILIZATION ADVANCE: There will be no mobilization advance

ANNEXURE-I

PROFORMA FOR CONTRACT AGREEMENT

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

This AGREEMENT is made on the ____day of _____ Month of _____ Year

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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

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

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

Signed for and on behalf of

Bidder

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

ANNEXURE-II
SCHEDULE OF RATES

SI No	Description of Works	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Hire charge for excavator (JCB)	Per Day	45		
2	Hire charge for Lifting equipment (Hydra)	Per Day	45		
3	Hire charge for Truck 5.5 Cum capacity/10MT	Per Day	45		
4	Skilled worker (Other than ITI certificate holder)	Per Day	45		

Note: The payment shall be made on pro rata basis

- 1. For machineries the rate is inclusive of all taxes except GST, but inclusive of driver, fuel, lubricant etc.**
- 2. All machineries should in good/running condition, fitness certificate to be produced otherwise the Bid shall be rejected.**
- 3. Initially the Work Order will be valid for 2(two) months and may be extended as per the actual requirement of quantum of job to be executed.**
- 4. Per day means 8 hours. As per the actual site requirement bidder has to provide machineries beyond 8 hours. The bill shall be paid at actual work as per log book duly signed by Engineer-in-charge.**
- 5. Per day payments shall be made at actual on the basis of Schedule of rates.**

6. No of days calculated total working hours divided by 8 hours (Total working hours/8 hours).

NOTES :

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

- a. IGST _____%
- b. CGST _____%
- c. SGST _____%

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

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

- (vi) No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- (vii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- (viii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.
- (ix) If any mismatch in the rate (in words) and rate (in fig), the lowest part shall be taken into consideration.

ANNEXURE-III

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

(On non-judicial stamp paper of appropriate value)

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

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

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anyway 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 anyway 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 anyway have in relation to "the Vendor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

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

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

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

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

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

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

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

(by its constituted attorney)

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

ANNEXURE-IV

INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder / Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

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

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

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder / Sub-contractor with confidentiality.
- (4) In case of tenders having an estimated value of Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CEO of the Principal within 2 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CEO of the Principal substantiated suspicion of an offence under the IPC / PC Act and the CEO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India,
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

- 1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

FOR THE PRINCIPAL

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____

PROPOSAL EXHIBITS NO. 1

Ref

Date:

UNDERTAKING-I

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

**TO,
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 of the Bidder in carrying out an instruction of the owner or fails to complete the job within the stipulated time, the owner shall be entitled to employ and pay any other bidder or the owner himself to carry out the same wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Bidder and shall be recoverable from him by the Employer and may be deducted by the Employer from any balance due or which may become due to the Bidder. In that event the owner shall have the right to use of all the bidder's equipments and other things free of charge that may be at any time on the site in connection with the work. If the cost of completing the works or executing the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the bidder, the bidder shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder's Company Seal:

PROPOSAL EXHIBITS NO. 2

Ref

Date:

UNDERTAKING-II

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

TO,

**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 of the Bidder in engaging any equipments/machineries which is required to execute the work or as per the instruction of the owner, the owner shall be entitled to deploy from his own or hire from other agency to execute the work wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Bidder and shall be recoverable from him by the Employer and may be deducted by the Employer from any balance due or which may become due to the Bidder. If the cost of executing the works or the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the bidder, the bidder shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder's Company Seal:

PROPOSAL EXHIBITS NO. 3

BIO DATA FORMAT

(Of Bidders)

A. NAME OF BIDDER :

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

C. GST Number :

D. Bank Details:

i. Name of the Bank :

ii. Branch :

iii. IFSC code :

SEAL OF BIDDER

SIGNATURE OF BIDDER

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

- (a) Copies of PAN, GST registration.**
- (b) Cancelled Cheque**

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

PROPOSAL EXHIBITS NO. 4

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.

Sl. No	TYPE AND DESCRIPTION OF THE EQUIPMENT AND MACHINERY	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. 5

MANPOWER QUESTIONNAIRE

The contractor shall indicate below the proposed manpower deployment:

TABLE - 1

A	Technical	Max. Nos.	B	Skilled Worker	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
v.			v.		
vi.			vi.		
vii.			vii.		
viii.			viii.		

TABLE - 2

C	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.

COMPLETION CERTIFICATE

(On Contractors Letterhead)

Date of Commencement of Work :
Date of Completion of work as per agreement :
Actual date of completion of work :
Extension of time granted : Yes / No / Recommended
If yes, the letter ref. No. : dtd.
Value of Completed work : Rs.
Date of Taking over of the completed work :

Certified that the above work has been completed in all respects as per drawings, specifications and directions of Engineer-in-Charge on and has been taken over from the contractor.

It is also certified that the contractor has cleared / cleaned the site (witnessed by the concerned Engineer from OWNER on dtd.As directed by Engineer-in-Charge.

Engineer-In-Charge: _____

Name: _____

Countersigned _____

Departmental Head _____

Name: _____