



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

**TENDER DOCUMENT**

**Tender / Contract No.APL/C&P/MECH/2021-22/006**





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

NOTICE INVITING TENDER

FOR

EPOXY COATING WORKS OF INTERIOR SURFACE OF  
FORMALIN STORAGE MS TANK NO.T-106B

FOR

125TPD FORMALIN-II PLANT  
AT NAMRUP

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist.- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: [admin\\_apl@assampetrochemicals.co.in](mailto:admin_apl@assampetrochemicals.co.in)

Website: [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)

REGD. OFFICE:

4<sup>th</sup> Floor, ORION Place, Bhangagarh

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/2461594

E-mail: [aplguw@bsnl.in](mailto:aplguw@bsnl.in)

**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

**Name of Work: Epoxy Coating Works of Interior Surface of Formalin Storage MS Tank No.T-106A for 125TPD Formalin-II Plant of APL**

Tender / Contract No. APL/C&P/MECH/2021-22/006

Estimated Tender Value –Rs 3,46,523.00

Total Earnest Money(EMD) : Rs.6,900.00

Type of Bid	Limited Open Tender
Bidding Type	SINGLE STAGE TWO BID
Bid Document Issue Period	From 09/02/2022 10.00AM upto 10.00AM on 28/02/2022
Last Date of Bid Submission	Upto 10.00AM on 28/02/2022

**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

**Name of Work: Epoxy Coating Works of Interior Surface of Formalin Storage MS Tank No.T-106B for 125TPD Formalin-II Plant of APL**

**Tender / Contract No.APL/C&P/Mech/2021-22/006**

**TENDER DOCUMENT**

**SECTION – 1**

**TECHNO-COMMERCIAL BID**

**ASSAM PETRO-CHEMICALS LIMITED**  
**NAMRUP**

Ref.No. **APL/C&P/Mech/2021-22/006**

Dated:08/02/2022

**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	Earnest Money	Cost of Tender Document
Epoxy Coating Works of Interior Surface of New Formalin Storage MS Tank No.T-106B for Formalin-II Plant of APL	Rs.6,900/-	Nil

Detailed tender document can be downloaded from <https://assamtenders.gov.in/nicgep/app> and [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in) . Last date of submission of bid is **28/02/2022**. Bids shall be received **up to 10AM only** on the last day. Techno-Commercial Bids shall be opened at **3.00 PM** on **01/03/2022**

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 **“Epoxy Coating Works of Interior Surface of Formalin Storage MS Tank No.T-106B for 125TPD Formalin-II Plant of APL”**

**ELIGIBILITY 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 Seven years. Work orders and job completion certificate to be submitted to validate the experience. Here, *jobs of similar nature*, implies Painting / Epoxy Coating Works of Tanks, Vessels, Columns etc. in various Industries as described in details in Clause 15.0 of General Conditions of Contract..
- 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.
- The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.

4. 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 31<sup>st</sup> 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.

## **Form of Agreement**

This agreement is made at ..... (Place of signing) on the  
..... Day of the month of ..... in the year  
.....

(hereinafter referred to as “the Contract”) BETWEEN (Owner’s name), a Company incorporated under the Companies Act 1956, having its Registered Offices at ..... (give full address ) (hereinafter referred to as the “OWNER” and shall include its successors and assigns) of the one part,

AND

.....(Contractor's name) a Company incorporated in India, having its Registered Office at ..... (give full address)

**requires, or admits, shall be deemed to include its heirs, successors, executors, administrators, partners and its or their permitted successors and assignees) wherein after referred to the contractor of the other part.**

NOW, THIS AGREEMENT WITNESS AS FOLLOWS:

WHEREAS, the OWNER intends to carryout the (specify) described more in detail in the Scope of work under Clause (Specify) of the Special Conditions of Contract and the relevant Technical Specifications (hereinafter referred to as the “Work”)

AND WHERE AS the CONTRACTOR represents that he has sufficient experience in undertaking such work and further represents that he has adequate experienced personnel for carrying out such work efficiently and effectively with equipment of good running condition and have submitted their Tender No. .... Dated ..... to execute the said “work” in accordance with the Scope of Work as here in above defined.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the OWNER and the CONTRACTOR hereby agree as follows:

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

- 1.1 The contract Documents consist this Forms of Agreement, General Conditions of Contract Specifications, Bulletins Nos. (specify the nos. 1 to ....., if issued) issued prior to execution of this Agreement and Modification issued after execution of this Form of Agreement and shall fully form the Contract, and shall be as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and

integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents shall be as bellow:

- a) This Agreement.
- b) (List the documents forming part of the contract).
- c) All relevant communication

1.3 In the event of conflict between documents referred to in clause 1.2 above, the parties hereby agree that the order priority shall be as follows:

- a) This Agreement.
- b) (List the documents in clause 1.2 in the order or priority).

## **ARTICLE 2**

### **THE WORK OF THIS CONTRACT**

2.1 The **CONTRACTOR** shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, upon the terms and conditions and within the time specified in the Contract Documents.

## **ARTICLE 3**

### **RELATIONSHIP OF THE PARTIES**

3.1 The Contractor accepts the relationship of trust and confidence established by the Agreement and covenants with the OWNER to cooperate with the OWNER and utilize the CONTRACTOR'S best skill, efforts and judgment in furthering the interests of the owner to furnish efficient business administration and supervision; to make best efforts to furnish at all times and adequate supply of expeditious and economical manner consistent with the interests of the OWNER. The Owner agrees to exercise best efforts to enable the CONTRACTOR to perform the work in the best way and in a most expeditious manner furnishing making payments to the CONTRACTOR in accordance with the stipulations under Article 6 – PAYMENTS.

3.2 The CONTRACTORS expressly acknowledges and agrees that the owner may from time to time designate a third party, for example but not in limitation, an engineer or third party agency, to perform any of its duties or obligations under this agreement. In the event of any such designation, the owner shall provide written notice thereof to the CONTRACTOR.

## ARTICLE 4

### **DATE OF COMMENCEMENT AND COMPLETION**

- 4.1 The date of commencement shall be the date fixed in the letter of Intent reference No. .... dated ....., (hereinafter referred to as the "LOI") issued by the OWNER.
- 4.2 The CONTRACTOR shall achieve the Final Completion of the entire work not later than ..... months (***specify***) (***further specify if there are any special requirement e.g. delivery Ex-Works, FOR Site etc.***) from the date of LOI subject to adjustments of the Contract Time, if any, and as provided for in the Contract Documents.

## ARTICLE 5

### **CONTRACT VALUE**

- 5.1 The owner shall pay to the CONTRACTOR, for the CONTRACTOR'S performance of the Contract, the contract value of RS. (***Specify if any other currency***) ..... (***specify in words***) subject to additions and deductions as provided for under relevant provisions of the Contract Documents.
- 5.2 Adjustments to the Contract Value on account of charges in the Work, if any shall be determined as provided for under relevant provisions of the General Conditions of Contract.

## ARTICLE 6

### **PAYMENTS**

- 6.1 Subject to the relevant provisions under the contract, the OWNER shall make payment on account of the Contract Value to the CONTRACTOR as provided below.  
(Specify the Terms of Payment agreed in full) or (correct the clause with cross-reference to the relevant provisions in the Contract Documents).

## ARTICLE 7

## **MISCELLANEOUS PROVISIONS**

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions of Contract or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 The OWNER shall recover as ascertained and agreed Liquidated Damages, and not by way of Penalty, a sum equivalent to 0.5% of the Contract Value for each week of delay, or part thereof, in completion subject to a maximum of 5% of the value indicated under Article 5 above.

## **ARTICLE 8**

### **INDEMNIFICATION**

- 8.1 To the fullest extent permitted by law, the Contractor agrees to indemnify defend, and hold harmless, the Owner, the Contractor, and their respective servants and agents for and against any and all losses, damages, liabilities, claims, demands, suits, causes of action (an "Injury", collectively "Injuries"), including, without limitation, reasonable attorneys fees, arising out of, or in any way connected with, the performance of (or failure to perform) the work or services under this Agreement, whether as a result of a breach of contract, liability or otherwise, but only to the extent that such Injuries are caused in whole or in part by any wrongful acts, negligence (whether active or passive, or any other kind), errors, or omissions of the Contractor , Contractor's employees, agents, consultants, or other representatives.

## **ARTICLE 9**

### **ARBITRATION & JURISDICTION**

- 9.1 Arbitration
- In the event of any dispute or differences under this contract, the same shall be referred to sole arbitration appointed by Owner (APL) in accordance with Arbitration and Reconciliation.
- The place of Arbitration shall be Namrup, Dibrugarh.
- In respect of all legal matters, the court of Jurisdiction would be Dibrugarh.

## ARTICLE 10

### Notices

#### 10 Written Notice

10.1 All notices given under the Contract Documents shall be in writing and shall be deemed to have been properly served if delivered as follows:

(a) If to the Owner:

(specify)

(full address ) &

Attention of

(Specify)

Attn: Mr. ....

(b) If to the Contractor:

(Specify) \_\_\_\_\_

\_\_\_\_\_

or to such other address or addresses as any party entitled to receive notice hereunder designate to all other parties in the manner provided herein for the service of notice.

IN WITNESS WHEREOF the authorized representative of the parties hereto have hereunto set their respective hands on two originals of this Agreement on the day, month and year first above written.

Owner

(Specify)

Contractor

(Specify)

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Witness

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Seal:

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Witness:

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Seal:

**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

**Name of Work: Epoxy Coating Works of Interior Surface of Formalin Storage MS  
Tank No.T-106A for 125TPD Formalin-II Plant of M/s. APL**

**Tender / Contract No.APL/C&P/Mech/2021-22/006**

**TENDER DOCUMENT**

**SECTION – 2**

**TECHNO-COMMERCIAL BID**

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5. SAFETY REQUIREMENTS
6. SITE VISIT CONFIRMATION
7. VENDOR / SUPPLIER DATA
8. FINANCIAL STATUS QUESTIONNAIRE

Note: 1. All proposal exhibits must be signed by the contractor without exception in token of acceptance and must bear his seal. Separate pages may be appended if necessary and should be documented / listed in the enclosed proposal exhibits. Necessary testimonials and documents in support of the proposal exhibits should be enclosed wherever necessary.

PROPOSAL EXHIBITS NO. 1

EQUIPMENT QUESTIONNAIRE

The contractor shall indicate below the equipments, which he intends to deploy at site during the peak period.

Sr. No.	Description of Equipments	Numbers	Present Location	Intended Arrival Date	Owner
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

\_\_\_\_\_  
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. 2

MANPOWER QUESTIONNAIRE

The contractor shall indicate below the proposed manpower deployment:

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.		

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.**

PROPOSAL EXHIBITS NO. 3

DETAILS OF PRESENT COMMITMENTS OF SIMILAR NATURE

Sr. No.	Name and Address of Client	Type of work	Value of Contract	Date of Commencement of work	Schedule Completion	% Completion	Expected date of completion

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SEAL OF TENDERER

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SIGNATURE OF TENDERER

**Note: 1. Enclose separate sheet, if necessary. Additional sheet appended must bear the signature & seal of bidder.**

**2. Enclose documentary Proof i.e. copy of LOI/WO in support of the above.**

PROPOSAL EXHIBITS NO. 4

DETAILS OF PAST PERFORMANCE (Mention works of similar nature only)

Sr. No.	Name and Address of Client	Type of work	Value of Contract	Date of Commencement of work	Completion		Remarks
					Contractual	Actual	

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER

**Note: 1. Enclose separate sheet, if necessary. Additional sheet appended must bear the signature & seal of bidder.**

**2. Enclose documentary Proof i.e. copy of LOI/WO & Completion Certificate in support of the above.**

PROPOSAL EXHIBITS NO.5

SAFETY REQUIREMENTS

The contractor shall follow all safety rules and shall adhere to all kinds of safety precautions to safeguard against any mishap and damage to the men, material and machinery while carrying outwork in the plant site.

The contractor shall follow and practice without any prejudice, all the guidelines as per standard safety procedures.

The contractor shall provide as a minimum, the Safety precautions / PPE's as per standard safety norms.

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SEAL OF TENDERER

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SIGNATURE OF TENDERER

PROPOSAL EXHIBITS NO.6

SITE VISIT CONFIRMATION

This is to confirm that our Manager / Engineer Mr. \_\_\_\_\_  
has visited site on \_\_\_\_\_ 20      at \_\_\_\_\_

He met Mr. \_\_\_\_\_ of M/s. Assam Petro-Chemicals  
Limited and has obtained all necessary information regarding Site location, Site  
conditions, Safety requirement, tentative location of Site office etc. and the nature of  
work to be executed.

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER

PROPOSAL EXHIBITS NO.7

VENDOR / SUPPLIER DATA

The contractor shall confirm below the vendors / suppliers that he will have for supplying basic materials required for the work, which fall in the scope of contractor's supply as per this order. The items shall include all supply items including locally procured materials etc. The contractor shall also supply necessary test certificates prior to supply of items. A quality plan to supply items shall be submitted to owner and approval obtained.

Sr. No.	Item	Proposed Vendor List	Remark

\_\_\_\_\_  
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.8

FINANCIAL STATUS QUESTIONNAIRE

A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of Similar Nature
2019-2020		
2018-2019		
2017-2018		

B. PAN Number:

C. GST Registration No:

D. EPF Registration No.

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE 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.**

## **GENERAL CONDITION OF CONTRACT**

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## **1.0 GENERAL**

Special Conditions of contract shall be read in conjunction with Specification of work, drawings, and any other documents forming part of this Contract. In the event any of the conditions of this document contravenes or is in conflict with the Work Specific Requirement, the latter shall prevail. All Commercial Conditions are excluded from this document and are to be referred to the General Directions & Conditions of Contract and other relevant sections of the contract document.

### **1.1 DEFINITIONS & INTERPRETATIONS**

The following definitions and Interpretations shall be used in context with this document.

- 1.1.1 a) "OWNER" shall mean : M/s. Assam Petro-chemical Limited
- b) "OWNER's" representative shall mean : The Person(s) empowered by the Owner to represent him in the day to day execution of work.
- 1.1.3 "CONTRACTOR" shall mean : The successful bidder.
- 1.1.4 "WORKS" shall mean the Produce(s) of the work.
- 1.1.5 "SPECIFICATION" shall mean the technical specification forming a part of the contract and such other schedules and drawing as may be mutually agreed upon.
- 1.1.6 "LETTER OF INTENT" shall mean the official notice issued by the owner notifying the Contractor that his proposal has been accepted and that the contractor is required to sign the contract agreement as required by the owner. Contractor shall also start mobilizing his resources after receiving the "Letter of Intent" and execute the work.
- 1.1.7 "DATE OF CONTRACT" shall mean the date on which Owner and Contractor have signed the Contract agreement.
- 1.1.8 "CONTRACT DOCUMENT" means collectively the Tender documents, Drawings, Specification, agreed variations – if any, Contract and such other documents constituting the tender and acceptance thereof.
- 1.1.9 "WARRANTY PERIOD / MAINTENANCE PERIOD" shall mean the period during which the contract shall remain liable for repair or replacement of any defective part of the works performed under the contract.

## **2.0 ACCEPTANCE OF TENDER:**

The owner reserves the right to award the work in parts between two or more agencies. The quoted rates shall hold good for such an eventuality.

## **3.0 SUFFICIENCY OF TENDER:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the contract and all matter and things necessary for proper completion of the work.

The bidder must submit along with his quotation complete Volumes & Sections each page duly stamped and with relevant data filled and duly signed on each page & attachment. Failing which the bid will be considered as incomplete and may be rejected.

#### **4.0 CONTRACTOR'S SCOPE OF WORK:**

- 4.1 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-
- 4.2 All Epoxy Coating Materials required for execution of job will be in your scope of supply with the procurement from approved vendor, M/s. Berger Paints with batch test certificates.
- 4.3 Epoxy Coating Materials supplied by contractor with Batch Test Certificates shall be duly checked & certified by Engineer in-charge before application of paints. Surplus Epoxy Coating Materials & any consumable materials shall be taken back with proper gate pass by the contractor after completion of entire Epoxy coating works.
- 4.4 All materials & equipments required for scaffolding, sand blasting & epoxy coating works such as hopper, hose pipes, blasting nozzles, airless gun, sand papers, wire brush, painting brush etc. will be in your scope of supply with proper condition.
- 4.5 The coating materials / thinners to be supplied by the contractor with BTCs shall be duly checked & certified by our Engineer in-charge before application of paint at interior surface of the tank.
- 4.6 The compressed air at a pressure ranging from 4 to 7Kg/cm<sup>2</sup> will be supplied by M/s. APL for sand blasting works free of cost as per availability in the plant. In case of non-availability of the same, the contractor will have to make their own arrangement for mobilization of diesel compressor. The water & electricity required for the job will be supplied by M/s. APL free of cost.
- 4.7 The supply of all skilled and unskilled manpower will be in your scope of job.
- 4.8 The supply of bamboos, ropes & other consumables required for scaffolding inside the tank for sand blasting & epoxy coating works will be in your scope of job (as per the availability, scaffolding steel pipes with clamps for scaffolding works will be provided by M/s. APL free of cost on returnable with good condition).
- 4.9 All necessary PPEs required to execute the jobs will be in your scope of job.
- 4.10 The safety clearance for scaffolding works, sand blasting & epoxy coating works and work permit has to be obtained from Safety Officer, M/s. APL before commencement of job.
- 4.11 The Engineer in-charge will check surface preparation before application of Epoxy coating and DFT of each coat as per Paint System mentioned in TECHNICAL DATA SHEET of Paints . Elcometer & Profile Gauge shall have to be arranged by the contractor.
- 4.12 The entire epoxy coating works for the Interior Surface of the tank shall be subjected to Holiday Day Test with the arrangement of Holiday Day Testing Equipment by the contractor for checking of any pinhole in the coated surface and the same shall be duly certified by Engineer in-charge.
- 4.13 The entire sand blasting & epoxy coating works shall be completed within **30 (Thirty )** days time period from the date of issue of the work order or from the date of issue of clearance for work front by M/s. APL.
- 4.14 Removal of scaffolding materials, area cleaning of tanks and final handing over of the same on completion of all jobs.
- 4.15 The contractor shall stand guarantee for their supplied materials & workmanship for 1(one) year from date of successful completion of entire epoxy coating works and handing over of the tank to M/s. APL. Any defect arising for the reasons attributed to defective materials or poor workmanship within the guarantee period shall have to rectify by the contractor free of cost.
- 4.16 You shall be required to execute an Agreement on Non Judicial Stamp Paper of Rs.20/- (Twenty only) on receipt of the work order.

#### **5.0 CONTRACTOR'S SCOPE OF SUPPLY:**

The Contractor shall supply all materials required for completing the work as per specifications except for the materials specifically enlisted under Owner's scope of supply.

## 6.0 TECHNICAL SPECIFICATION:

### 6.1 Epoxy Coating Works of Interior Surface of Formalin Storage MS Tank No.T-106A in Formalin-II Plant:

- 6.11 All Coating Materials required for execution of job will be in your scope of supply with the procurement from approved vendors (Paint Manufacturers), M/s. Berger Paints with Batch Test Certificates.
- 6.12 The epoxy painting works shall be done strictly according to the Paint System (Berger Paints) for the application in Interior Surface of the Tank as tabulated under and as per TECHNICAL DATA SHEET of Paints.

Painting Surface	Surface Finish	1 <sup>st</sup> Coat	DFT micron	2 <sup>nd</sup> & 3 <sup>rd</sup> Coat	DFT micron
Tank Interior	Sand Blasting (Sa 2½) Surface Finish	Epilux FRX Anticorrosive Coating	150	Epiphenolic HBTL	200

## 7.0 REQUIREMENTS FOR E-TENDERING

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// \[assamtenders.gov.in/nicgep/app\]\(https://assamtenders.gov.in/nicgep/app\)](https://assamtenders.gov.in/nicgep/app) and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. <https://assamtenders.gov.in/nicgep/app>, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).
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://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.

## **8.0 CONTRACTOR'S RESPONSIBILITY:**

### **8.1 LABOUR**

The Contractor shall arrange skilled, semi-skilled and unskilled labour Supervision, Staff and other staffs required to complete all the work as specified in this document.

The Contractor shall employ adequate labour force to maintain the target completion dates. In the event of the Contractor being unable to maintain the target completion dates, as specified in Time Schedule of this document, he shall increase the strength of any of the above category of personnel / tools, tackles and equipment as advised by the Owner. Contractor shall work in shifts or round the clock at no extra cost. For such increase of manpower and resources the Contractor shall not claim any additional charges.

### **8.2 CLEANLINESS OF WORKS SITE:**

General cleanliness on site during construction period shall be provided after the work is complete and a part of work is handed over, the contractor shall clean the area surrounding the works of all the equipments and excess stores and remnants of constructor materials.

### **8.3 COMPLIANCE WITH STATUTORY REGULATIONS WORKS RULES:**

The contractor shall comply with statutory requirements as well as works rules enforced at the site of work and rates quoted shall include all expenses required for complying rules / regulations. The contractor shall also make available all sorts of medical aid and first aid facilities for his works at site.

Particular attention is drawn to the following:

- In case of accident, the Owner shall be informed in writing forthwith. The contractor shall strictly follow regulations laid down by Factory Inspector, Government and Local Authorities in this regard. The contractor shall

report immediately in triplicate to the Owner for any accident at site involving loss of life. Each such report shall include the information as required by the regulations.

The contractor shall meet all requirements and act on the instructions of the Owner where it is necessary to operate a "Permit-to-work" system.

Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the relevant local statutory regulations. All such storage shall have prior approval of the Owner.

**9. OWNER SCOPE OF SUPPLY:**

1. The owner shall supply water to the contractor at one point near the work spot free of cost if necessary.
2. Power shall be provided by Owner to Contractor at one point for lighting purpose at free of cost.

**10. SCHEDULE OF QUANTITIES:**

The quantities mentioned against various items are only approximate and subject to deletion / addition / alternation or other variation.

**11. MEASUREMENT OF WORK AND INVOICING PROCEDURE:**

For all purposes, measurement will be based on the drawing. Wherever measurement is not available, physical measurement will be taken by the Contractor in presence of Owner.

1. The detailed measurements shall be taken jointly by the Contractor's Representative along with owner's Engineer and shall be based on actual site measurements.
2. 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 as part of the quality certification of the bill.

**12. STATUTORY COMPLIANCE:**

The Contractor shall strictly follow and comply with all statutory rules and regulations viz., Contract Labour Law, Insurance Coverage under Workmen's Compensation Act, PF., Minimum Wages Act, etc.. as applicable as well as safety regulations prevalent at Owner's works.

**13. 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 Client.

**14. COMPLETION DOCUMENTS:**

The following documents shall be submitted by the Contractor, in triplicate, in the form prescribed by Owner as applicable.

- a) Test certificates from Paint Manufacturer and any other materials supplied by the contractor.
- b) The contractor's final bill shall be accompanied with a "No further claim certificate" stating that no further claims will be raised by the Contractor; all test reports and other documents shall be submitted with the final bill.
- c) The final bill shall be accompanied by all Q.C. Check sheets / Forms for the various work carried out by the Contractor.
- d) Any other records as required by Owner from time to time.

**15. EARNEST MONEY DEPOSIT (EMD):**

- 15.1 The Bidder shall furnish Earnest Money for an amount of Rs.6,900/- (Rupees Six Thousand Nine hundred only) Demand Draft in favour of Assam Petro-chemicals Limited payable at Namrup, Assam. EMD shall be submitted along with Techno-Commercial bid.
- 15.2 The EMD of the successful bidder will be released after successful execution, inspection and acceptance of the Tanks. The EMD will be forfeited by the company in case party fails to execute the job.
- 15.3 The EMD of the unsuccessful bidders shall be refunded after issue & acceptance of Work Order by the successful bidder.

**14.4 "Performance Security:**

The successful Bidder within fifteen(15) days of the receipt of letter of intent (LOI)/Work Order from the company (APL) shall furnish the Performance Bank Guarantee. The value of Performance Bank Guarantee would be 10% of the contract value. The Performance Bank Guarantee would be valid up to a period of 12 (twelve) months post the date of completion of the work. In case, the successful Bidder fail or refuse to sign the agreement or furnish the Performance Bank Guarantee within the specified period, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by Owner

**16.0 PRE-QUALIFICATION CRITERIA:**

- 15.1 The Bidder should have experience of Painting/ Epoxy Coating Works of various Tanks, Pressure Vessels, Columns, Heat exchangers or similar equipments in various Industries with satisfactory performance.
- 15.2 All coating materials should be procured from approved vendors along with Batch Test Certificates.
- 15.3 Pre-qualification criteria will be checked at the time of techno-commercial evaluation of the offer.

**17. PRICE VALIDITY:**

The offer should be valid for minimum 180(one hundred eighty) days from the date of opening of tender.

**18. TENDER FEE:**

NIL

**19.0 RESERVATION BY THE COMPANY:**

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

## 20.0 TENDER SUBMISSION:

### Salient Features on Bid Submission

Sl. No	Description	Remarks
a)	<b>Bid type</b>	<b>Single stage Two bid</b>
b)	<b>Last Date and time for submission of Bids (DUE DATE)</b>	Up to <b>10:00 Hrs on dt.28/02/2022</b>
c)	<b>Place of Submission of Original authenticated Bid (Hard Copy)</b>	<b>Dy.General Manager (C&amp;P),</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
d)	<b>Opening of Bid.</b>	<b>03:00 PM on dt. 01/03/2022</b>
e)	<b>Contact Person with details for any clarifications</b>	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> <a href="mailto:-contract@assampetrochemicals.co.in">-contract@assampetrochemicals.co.in</a> <b>H.S.Shah Sr.Manager (Mech)</b> <a href="mailto:Email-shah.hs@assampetrochemicals.co.in">Email-shah.hs@assampetrochemicals.co.in</a> _Ph no-7002548223
f)	<b>Bid Validity</b>	180 days from the DUE DATE or EXTENDED DUE DATE
g)	<b>Earnest Money Deposit (EMD)</b>	<b>Rs.6,900/-</b> (Rupees Six Thousand Nine Hundred )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 ”:
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>.

	<b>Techno-commercial Bid</b> 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 : f)Guarantee period:
	4. Experience List
	5. Certification
Cover-3	1. <b>Priced Bid</b> in Excel format to be uploaded only in e-tendering portal : <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> .

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.**

## 21.0 PAYMENT TERMS:

The Company will make payment to the Contractor as provided here under:

- 21.1 The Contractor shall submit 2(two) copies of Bill after completion of entire job & acceptance.
- 21.2 90% payment within 30(thirty) days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the Owner/APL and remaining 10% will be kept as Security Deposit for Guarantee period. The balance 10% payment will be retained as Security Deposit & shall be released after successful completion of Guarantee Period or on submission of Performance Bank Guarantee equivalent to 10 % amount.
- 21.3 No interest will be payable on the Earnest Money or Security deposit or any other amount payable to the Supplier.

#### 21.4 Goods & Services Tax

1. Contractor /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 contractor/vendor fails to provide the invoice in the form and manner prescribed under GST act read with GST invoicing Rules there under. OWNER/APL shall not be liable to make payment against the invoice.
2. GST shall be paid against receipt of tax invoice and proper payment of GST to government in India. In case of non receipt of tax invoice or non payment of GST by the contractor/vendor, OWNER/APL shall withhold the payment of GST.
3. Notwithstanding anything contained anywhere in the Agreement in the event that the input tax credit of GST charged by the Contractor/Vendor is denied by the tax authorities to OWNER/APL due to reasons attributable to contractor/vendor. OWNER/APL shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice or from Bank Guarantee/Security deposit. In addition to the amount of GST, OWNER/APL shall also be entitled to recover interest at the rate of 24% as penalty. In case any penalty is imposed by the Tax authorities on OWNER/APL.
4. TDS under GST, if applicable, shall be made from contractor's/Vendor's bill at applicable as per rules for tax so deducted certificate shall be provided to the contractor/vendor.
5. No variation on account of taxes and duties, statutory or otherwise, shall be payable by APL/OWNER to contractor/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.
6. Any new taxes, duties, cess levies notified or imposed after the submission of last/final price 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 contractor, any increase in these rates shall be borne by the contractor, whereas any decrease shall be passed on to the owner. Owner shall take ITC/CENVAT benefit as applicable.
7. 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 contractor, any increase in these rates shall be borne by the contractor, whereas any decrease shall be passed on to the owner. OWNER shall take ITC/CENVAT benefit as applicable.

#### 22.0 GUARANTEE / WARRANTY & CERTIFICATION:

The Completed Job should have guarantee for a minimum period of 1(One) year from the date of completion and acceptance of the job. Guarantee should include material used for execution of the contract. In case of any defect the contractor should be solely responsible.

#### 23.0 OTHER TERMS & CONDITIONS:

- 23.1 The bidder should quote their rates excluding all taxes and duties.
- 23.2 The total amount shall be in figures as well as in words. No overwriting shall be allowed. In case of discrepancy, the rates quoted in words shall be considered to be correct.
- 23.3 Bid should be submitted up to 11:00 AM (IST) on or before the Bid Closing Date (BCD) as mentioned and will be opened on the same day at 2:30 PM (IST) at Office of the Group General Manager(Plant), Assam Petro-chemicals Limited, Namrup, Assam in presence of authorized representative of the bidder. An authorisation letter from the Bidder, who signs the bid, must be produced by Bidder's representative at the time of opening of Tender, without which such representative will not be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s) / Bidder(s) & Authorised Representative will have to sign a register evidencing their presence. In case it happens to be a bandh/holiday, the tender will be opened on the next working day at the same time.
- 23.4 Bids received after closing hours as stipulated above shall not be accepted. APL shall not be responsible for any delay in submission of bid because of any problem and/or any other reasons whatsoever.
- 23.5 **Bid submitted through E-mail/Fax bids will not be accepted.**
- 23.6 All the papers of the tender should be signed and stamped by the Bidder.
- 23.7 Modifications to bids received after the bid closing time/date will not be considered.
- 23.8 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
- 23.9 Bidder shall bear all costs and expenses associated with the preparation and submission of bid. Assam Petro-chemicals Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 23.10 The Bidder must submit copy of Service Tax, PAN & VAT Regn No. & existing Bank Account as required, issued by appropriate Govt. Authority.
- 23.11 A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 23.12 Bidder has to mention specifically the completion period of the job.
- 23.13 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

#### **24. PRICE REDUCTION SCHEDULE:**

- 24.1 The completion period of the entire work shall be deemed to be essence of the contract. In case of delay in execution beyond stipulated period then unless such delay is attributed to owner or in Force majeure conditions, there will be reduction of contract value @ 0.5% for each week of delay or part thereof subject to maximum of 5% of total contract value.
- 24.2 **Conditional bids are liable to rejection at the sole discretion of the Company.**

#### **25.0 APPLICABILITY OF LAW & JURISDICTION:**

The work shall be governed and interpreted in accordance with the applicable laws of Assam as well as India.

#### **26.0 . CANCELLATION OF TENDERS:**

- 25.1 APL also reserves the right of rejection any or all bids or accepting any bid in part, without assigning any reason thereof and without any financial implication on APL, what so ever.
- 25.2 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 contractors, any increase in these rates shall be borne by the contractor whereas any decrease shall be passed on to the owner.

## **ANNEXURE I**

### **Schedule of Quantities & Rates**

**Epoxy Coating Works of Interior Surface of Formalin Storage MS Tank No.T-106B in Formalin-II Plant of M/s. APL:**

SL No.	Job Description	Paint Specification	Unit	Qty.	Rate(Rs.)
1	<p>Proper Scaffolding with Bamboos &amp; Ropes / Steel Pipe &amp; Clamps, obtaining clearance from Fire &amp; Safety Deptt. for the job, Sand Blasting and application of 1(one) coat of primer and application of 2(two) coats of finish coating, removal of Scaffolding Materials, Cleaning of Tank to the satisfaction of Engineer in-Charge of M/s. APL, Box Up &amp; Final Handing Over of Tank.</p> <p><u>New Tank No.T-106A</u></p> <p><u>(Size: 6.25M ID X 9.40M HT)</u></p>	<p>Surface Preparation by Sand Blasting with coarse dry sand to Sa 2 1/2 finish and application of 1(one) coat of Epilux FRX Anticorrosive Coating or equivalent on cleaned surface by airless gun / brush painting and application of 2(two) coats of Epiphenolic HBTL Epoxy Finish Coating by airless gun / Brush with a DFT each coat to the satisfaction of Engineer in-Charge of M/s. APL as specified by Paint Manufacturer in TECHNICAL DATA SHEET of Paints.</p>	M2.	197	

#### **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

1. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
2. 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
3. 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.
4. If any mismatch in the rate (in words) and rate (in fig), the lowest part shall be taken into consideration

## **ANNEXURE II**

### **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 : \_\_\_\_\_