



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

NOTICE INVITING TENDER

FOR

**BIENNIAL CONTRACT FOR SUPPLY OF CHEMICALS, DOSING AND
MAINTENANCE OF COOLING TOWER WATER SYSTEM**

Tender No. APL/C&P/Prod/2021-22/008

IN METHANOL-II PLANT

AT NAMRUP

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<p style="text-align: center;">ASSAM PETRO-CHEMICALS LIMITED NAMRUP</p>
<p>Name of Work: Biennial Contract for Supply of Chemicals ,Dosing and Maintenance of Cooling Tower Water System in Methanol –II Plant (Non – chromate base)</p>
<p>Tender No. APL/C&P/Prod/2021-22/008</p>
<p>Estimated Tender Value –Rs 26,00,000.00</p>
<p>Total Earnest Money(EMD) : Rs.52,000.00</p>
<p>Type of Bid- Limited Open Tender</p>
<p>Bidding Type- SINGLE STAGE TWO BID</p>
<p>Bid Document Issue Period- From 17/02/2022 11.00Hrs up to 15.00Hrs on 10/03/2022</p>
<p>Last Date of Bid Submission- Up to 15.00Hrs on 10/03/2022</p>
<p>Bid Opening date- At 15.00Hrs on 11/03/2022</p>
<p>BID SUBMISSION- In e-tendering portal https://assamtenders.gov.in/nicgep/app</p>
<p>AVAILABILITY OF TENDER DOCUMENTS- 1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in</p>



ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

Ref.No-APL/C&P/Prod/2021-22/008

Dated:16/02/2022

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
Biennial Contract for Supply of Chemicals ,Dosing and Maintenance of Cooling Tower Water System in Methanol –II Plant (Non –chromate base)	Rs.52,000/-	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 **10/03/2022**. Bids shall be received **up to 15.00Hrs only** on the last day. Techno-Commercial Bids shall be opened at **15.00Hrs** on **11/03/2022**

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 favour 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 “**Biennial Contract for Supply of Chemicals ,Dosing and Maintenance of Cooling Tower Water System in Methanol –II Plant (Non – chromate base)**”

1. ELIGIBILITY CRITERIA:

a) TECHNICAL:

- Contractors desirous of bidding for the job should possess minimum 2(two) years experience (on continuous basis) in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last 10 (ten) years. Work orders and job completion certificate to be submitted to validate the experience. Here, *jobs of similar nature*, implies treating of cooling water of large petrochemical /refinery/fertilizer industries based on natural gas & synthesis gas preferably. As described in details in Clause 04 (**Experience And Requirements**) in 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 annualized estimated cost **or** two similar jobs, each having executed value not less than **50%** of annualized estimated cost **or** three similar jobs, each having executed value not less than **40%** of annualized estimated cost.



3. The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.
4. Refer to **Clause 04 (Experience And Requirements)** in General Conditions of Contract for technical eligibility criteria.

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 annualized 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. The Vendor should also fulfil all statutory conditions and furnish legible photo copies of Labour Licence PAN/TAN No ,Service Tax clearance certificate etc. As per Govt. Rules

Note:- Also the Bidders must go through the General Conditions of Contract in the Tender Documents for the eligibility criteria.

2. GENERAL CONDITIONS OF CONTRACT

NOTICE INVITING TENDER for “Biennial Contract for Supply of chemicals, dosing and maintenance of Cooling Tower Water System” in Methanol-II plant (Non-chromate base)

Assam Petro-chemicals Ltd, Namrup, invites sealed offers for supply of the following items:

Design of suitable Cooling Water Treatment package programme to meet the system requirements, supply of chemicals, unloading & handling at site and dosing of chemicals for complete Cooling Water System of Methanol-II Plant under annual maintenance contract including monitoring system for performance round the year.

1.0 INTRODUCTION :

Methanol Plant of Assam Petro-Chemicals Ltd, Namrup, is operating one number of Cooling Tower. At present this Cooling Tower is working on non-chromate orthophosphate base.

2.0 SCOPE OF WORK:

2.1 The scope of work shall include

All bidders may visit APL Namrup site before submission of their offers and get themselves fully acquainted with site conditions. Ignorance of site conditions shall in no way be the basis of claim of extra payment after successful bagging of the contract.

- 2.2 Vendor shall demonstrate process performance test at site for complete cooling water system. All necessary equipment, instruments, services as required for this purpose shall be included by the bidder in their scope.
- 2.3 Vendor shall include supply of chemicals and mention the quantity requirement of different chemicals for operating the cooling tower & system for a period of 2(Two) years. Subsequently, additional chemicals, if required, to maintain the NIT conditions shall be supplied by vendor free of cost. Vendor will indicate the unit price in INR for each chemicals separately. In case of chemical consumptions lower than the estimated quantity, vendor shall be paid for the chemical consumption as per actual basis.
- 2.4 Vendor shall also do the loading / unloading of chemicals (in boxes or drums or in packets or in any package), if required, at loading stations & at application site. The party shall take care of all necessary statutory requirements for procurement & movements of chemicals.
- 2.5 Vendor shall also furnish consumption of chemicals as kg/day, kg/month & kg/year against each type of chemicals indicating the dosages in ppm against each type of chemicals.
- 2.6 Vendor shall mention supervision charges for operation & maintenance of cooling water treatment system separately for a period of one year.

3.0 **TECHNICAL TERMS & CONDITIONS :**

- 3.1 The cooling water treatment will be non-chromate based comprising of Zinc as the cathodic inhibitor and stabilised orthophosphate as the anodic inhibitor as one formulation.
- 3.2 The treatment programme will operate in pH range of 8 to 8.8. pH being the prime indicator for quality of cooling water, close monitoring is required and pH should not be allowed to fall below 8.0.

However, the programme should be capable to tolerate a pH range of 6.5 to 9.0 and COC should be 5 - 6. The treatment should be so designed that it tolerate oil / organics as 5 ppm in circulating cooling water. Vendor to select right type of Biocides so as to control bacterial growth and to maintain pH of circulating water at the desired level. The following product residuals should be maintained in the circulating water:

- | | | | |
|-----------------------|-------|-----------|----------------------|
| (a) Orthophosphate | ----- | 6 – 8 ppm | <u>Page 01 of 08</u> |
| (b) Organophosphonate | ----- | 2 ppm | |
| (c) Zinc | ----- | 1 – 2 ppm | |

- 3.3 A suitable scale inhibitor (dispersant) shall be included in the programme to take care of chances of scaling due to operation at high pH. Vendor shall confirm that the recommended polymeric dispersant is a latest generation polymer. The dispersant should provide minimum 90% calcium phosphate inhibition at 10 ppm dose level when tested under following condition:

- | | | |
|--------------------------|---|------------------------------|
| (a) pH | : | 8.7 |
| (b) Orthophosphate Level | : | 7 ppm |
| (c) Calcium Hardness | : | 250 ppm as CaCO ₃ |
| (d) Temperature | : | 50 °C |
| (e) Test duration | : | 24 hours |

- 3.4 The vendor is to design the treatment programme in compliance with the following conditions:

- (a) Regular use of bio dispersant to keep the system free from bio film formation.
- (b) Chlorine dosing to be done to maintain FRC level to strictly 0.1 ppm keeping in mind that the entire system is very old and the higher FRC may lead to surface failure. The Biocides must be eco-friendly and biodegradable (phenate base biocide not allowed). Dosing of chlorine containing chemical may often lower the pH. The vendor to consider this phenomenon also in designing the programme.
- (c) Vendor may include dosing of in terminate Cl₂ producing chemicals on a daily basis. The minimum dosage of sodium hypochlorite shall be 1.0 ppm based on the sum of



hold up volume make up water quantity for the cooling tower and to retain 0.1 ppm FRC (max.) in the circulating cooling water.

- (d) The vendor to supply the necessary equipment / the dosing pump and the chemicals required.
- 3.5 Vendor should indicate the “Active Ingredients” of all the chemicals that will be supplied for dosing. Also to provide the procedure for analysis of Ingredients in cooling water is essential along with the Technical Bid. In order to take care of the effect of the higher pH, doses of dispersant are to be maintained at a sufficiently higher side to avoid the scale formation in critical heat exchangers, condensers and coolers particularly where cooling water is on shell side with lower velocity. In case of some of the critical exchangers, satellite dosing of dispersant may be needed & if so happens, the vendor should be ready with the necessary arrangement and doses of dispersant/other chemicals should be selected likewise.
- 3.6 The vendor should give contingency chemicals required during different upsets such as pH excursion, lube oil leak, CO₂ ingress, iron dispersion, bacterial proliferation etc. Also, treatment programme should include control of Algae growth on side louvers and top of cooling tower. Vendor can suggest alternate biocide as contingency chemicals for seam less quality control.
- 3.7 **The treatment programme/product offered should be field tested and proven in the package form and not the commodity chemicals. Experience of treatment job of similar or bigger size continuous running industries, performance certificates from the latest user organisation is essential and to be submitted with the bid.**
- 3.8 Vendor to avoid dosing of caustic soda in the system.
- 3.9 Make up water is a very precious commodity, party should try to devise scheme for conservation with gradual increase of COC and reduction of makeup water and furnish a definite target for reduction in makeup water consumption.
- 3.10 All drums supplied by the vendor have to be collected back by the vendor once empty or unused and taken out of the works site and maintain cleanliness and housekeeping of the surrounding area.
- 3.11 The offer must be realistic, under quoting or lower doses of chemicals will call for rejection. APL reserves the right of increasing doses of the chemicals offered by the parties, in case the programme is failing short to meet the requirement.
- 3.12 The vendor shall provide pH, conductivity and residual chemical measurement for the cooling tower.

4.0 **EXPERIENCE AND REQUIREMENTS:**

- (A) Vendor should have minimum 2 (two) years of experience (on continuous basis) in treating of cooling water of large petrochemical/refinery/fertilizer industries based on natural gas & synthesis gas preferably.
- (B) Vendor should furnish list of present users and performance certificate from the user organisation with details of on-going treatment including duration of service.
- (C) Vendor should be equipped with gadgets for formulation capabilities for monitoring the health of the cooling water system. Gadgets to study the corrosion rate, fouling factor, heat flux etc on line may be required.
- (D) The vendor should have a full-fledged R & D facility. The party should have a properly trained team to attend the troubleshooting of the problems associated with cooling water treatment.
- (E) Vendor shall have to carry out the following:
- a) Monitoring and supervision by his expert personnel during pre-cleaning and passivation and also during normal operation. Submission & reporting of daily analysis report to plant authority and Q.C. department every day.
 - b) Submission of monthly report on cooling water quality report and monthly consumption report of chemicals and along with valid and sufficient reasons for excess consumption of chemicals/contingencies used, if any.

- c) Vendor's expertise should be readily available to attend the troubleshoot and suggest the remedial measures for the upsets in treating the system and to bring the back-up in implementation of the same.
- (F) Indoor space for laboratory to vendor will be provided by APL. Vendor will arrange all the reagents/instruments etc to do the testing.
- (G) Vendor should depute suitable personnel (Chemist/Supervisor) at their cost for monitoring, supervision, testing and for trouble shooting, if any, to take appropriate care of the said cooling water system. The qualification & experience of the such manpower to be deployed at site should be submitted with Tech. Bid. Experience in line should be of minimum 2 (two) years in any heavy chemical industries.
- (H) pH should be checked at least at every 5 (five) hours from 7-00 AM to 5-00 PM and if necessary, up to 10-00PM every day and the report to be made available to plant shift - In charge (Production) or plant authority.
- (I) Dosing of chemicals (regular or otherwise) at the Cooling Tower shall be the total responsibility of the vendor in the cooling tower & cooling water systems.**

4.1 Duration of the treatment programme:

Rates quoted must be valid for 3(Three) years. Initially, if selected, the work order shall be issued for a period of 2(Two) years. Work order may be extended for 1(one) more year in single or in two instalments of 6(six) months based on successful and satisfactory performance of the party and at the sole discretion of Assam Petro-chemicals Ltd.

4.2 Pre-cleaning and passivation:

Pre-cleaning and passivation quantities for on line change over of the treatment programme and for start-up after a prolong shut-down should be indicated in bid.

4.3 Regular Treatment :

Must be a non-chromate base-

- (a) Corrosion inhibitor applied must be effective for mixed metallurgy as MS, CS, SS, Cu etc. are equipped in the current system. The corrosion rate should always be below 1.5 mpy on MS passivated coupon, 3.0 mpy on MS non-passivated coupon and less than 3 mpy for Copper/Brass.
- (b) Dispersant should be able to inhibit scale formation with the recommended dosages.
- (c) Bio dispersant should be able to keep the system clean so that bio-fouling does not take place.
- (d) Biocide should keep the bio-population within limit and pH is controlled within desired level. The bio programme should ensure the following limits:
- TBC : Below 100,000 counts/ml
- SRB : Below 100 counts/100 ml
- Nitrifying Bacteria : Below 20 counts/100 ml
- 2(two) types of non-oxidising biocides are to be included in the programme such that one biocide is to be dosed at every 15 (fifteen) days alternatively. Minimum dose level of the biocide should be indicated for each of the biocide including shock dosages.

4.4 Vendor to quote the chemical consumptions in the following format:

Sl No	Type of chemicals & with brand name	Ppm dose	Chemicals consumption			Pre-cleaning	Passivation	Total	Grand Total
			Kg/day	Kg/month	Kg/year				
						kg	Kg	Kg/year	For 2 years
01	Corrosion inhibitors								

02	Dispersant								
03	Bio-dispersant								
04	Biocides i) ii)								
05	Chlorine								
06	Chemicals for ClO ₂ generation								
07	Copper corrosion inhibitor								
08									

Please Note:

APL reserves the right to change / modify the chemicals dosages and load the offer accordingly if it feels that it is insufficient to take care of our system requirement based on our own experience while evaluating the technical offers.

Vendor should quote only those chemicals/biocides/dispersant that are purely biodegradable and do not create any environmental issues as far as polluting the environment is concerned.

4.5 Re-passivation and initial fill chemical quantities after cleaning of basin for Cooling Tower during annual shut-down once should be included and mentioned separately. Chemical required for lay-ups and passivation after two short shut-downs may also be given separately.

4.6 Vendor shall specify programme limits with respect to the following :

- ❖ pH (preferred range 8.0 – 8.8)
- ❖ Alkalinity as CaCO₃
- ❖ Total Hardness as CaCO₃
- ❖ Calcium Hardness as CaCO₃
- ❖ Magnesium Hardness as CaCO₃
- ❖ Total Phosphate
- ❖ Orthophosphate
- ❖ Zinc
- ❖ Chlorides
- ❖ TDS
- ❖ Turbidity
- ❖ Cycle of concentration (C.O.C)
- ❖ Holding time index
- ❖ Corrosion
- ❖ Dispersant (Vendor shall give analytical method for determination of concentration of dispersant)
- ❖ Residual Chlorine



- ❖ Silica
- ❖ Iron

5.0 **SCOPE OF SUPPLY:**

The vendor shall clearly mention the name of the monitoring instruments which will be supplied with the package. The general expected instruments are :

- i) Corrosion racks , MS (passivated & non passivated) and SS coupons for checking corrosion rate.
- ii) Trend check instruments
- iii) Analytical kit for field testing and reagents
- iv) Instruments for simulation and diagnostic study.
- v) The machines and accessories such as dosing pumps, PVC/SS tubing etc for meeting the NIT specifications.
- vi) The chemicals required shall be supplied in batches and should be sufficient for at least 3(three) months. New batch shall be supplied at least 15 days before the earlier stock is consumed. The party to furnish relevant data about the batches.

5.1 **PENALTY FOR LATE DELIVERY:**

Time is the essence of this contract. In case of delay in supplies, unless extension of delivery is granted in writing by APL authority on filing an application by the supplier, APL may at their discretion either

- i) Recover from the supplier as liquidated damage, a sum of equal to half percent per week or part thereof the value of stores not delivered subjected to maximum of 5% of the value of the order. OR,
- ii) Purchase elsewhere on account of and at the risk & cost of the supplier, the stores not delivered. OR
- iii) cancel the order without prejudice to the rights of APL under i) & ii) above.

6.0 **CHLORINE DOSING**

- 6.1 The treating system being very old and handles catalysts prone to poisoning by chlorine, direct dosing of chlorine in to the system to be avoided. Chemicals that produce chlorine while in the system to be chosen and dosed. The same shall be supplied by the vendor.

7.0 **TECHNICAL DOCUMENTS:**

Technical documents to be submitted with the offer:

- a) List of equipment.
- b) List of instruments
- c) List of chemicals along with consumption for precleaning, passivation & for continuous operation for 1(one) year.
- d) Credentials, Experience list & performance certificate from users must be supplied.

8.0 **DATA TO BE SUBMITTED:**

Once the offer is accepted, the following data has to be submitted by the vendor:

- a) Nature of the chemicals and safety datasheet and procedure for safe handling and first aid requirement in case of accident.
- b) A letter of warranty that the chemicals are not hazardous as circulated by department of environment/CPCB or other govt. statutory body that chemicals are of biodegradable type.
- c) Analytical procedure for estimation of various chemicals in the recirculating CW for the purpose of correct doses including orthophosphate by filtration and calorimetric method.
- d) Party has to submit daily/monthly reports giving detail about dosage levels, corrosion rates, TBC, chemical consumption etc.
- e) Regular dispersant analysis method.

9.0 **GUARANTEE:**

Supplier has to give following guarantee in writing that the programme designed by the vendor will meet the following guarantee figures:

- a) The corrosion rate should be 3.0 mpy max. on MS non passivated coupon with no pits, 1.5 mpy max on MS passivated coupon and 3.0 mpy on Copper/Brass.
- b) Microbiological Count: TBC below 100,000 count/ml, SRB below 100 counts/ml and Nitrifying bacteria below 20 counts/100 ml
- c) The quantity of maintenance dosages should be guaranteed with the raw water quality. Any deviation in cooling water quality with reference to corrosion rate, bio fouling and /or deposit tendency, where observed, the same shall be rectified with additional dosages and costs of extra chemicals will be borne by the vendor himself.
- d) In case of the vendor fails to achieve the aforesaid guarantee performance the same shall be rectified within 30(thirty) days of time failing which APL can terminate the contract and forfeit the 10% security deposit.
However, with change in the raw water quality the recommended programme should work with additional chemicals/ or with increment in dose to tide over the adverse situation, so that the cooling water quality is sustained and the plant performance is not interrupted. (This is to be certified by the plant official).
- e) The cost of the chemicals and other consumables shall remain fixed and firm for the period of contract from the date of issue of the first work order including extension period, if any.
- f) The vendor shall depute their Sr. Tech. Representative for regular discussion with the tech. official of APL regarding the cooling water treatment issues on regular basis, at least once a month. The site engineer should have at least 2 – 3 years of continuous experience in treating CW in heavy industry.
- g) The offer should also include the extension of technical services by the vendor for any problem in the treatment system and depute their technical personnel as and when required.
- h) The treatment programme should be started within 30(thirty) days of the issue of the LOI/WO with the necessary instruments/supervision.

10.0 **PERFORMANCE LIMIT:**

- a) Corrosion rate should not be higher than 3.0 mpy on MS non passivated coupons for consecutive 60 (sixty) days.

- b) Microbiological Count (TBC) should not be higher than 100,000 count/ml for consecutive 3 (three) results each on Fortnightly basis.
- c) Sulphate reducing bacteria (SRB) counts should be more than 100 counts / 100ml. for three consecutive result each on Fortnightly basis.
- d) Nitrifying bacteria counts should not be higher than 20 counts / 100ml. for three consecutive results.

11.0 PENALTY CLAUSE :

- i) In case any four or less than four items individually exceed performance figures/limits as mentioned above, supplier will be allowed to modify their treatment program at their own cost and 20% of their security deposit will be forfeited. Initially, 15 days period will be granted for effecting corrective measures. In case, party is unable to control and correct within the given period of 15 days, treatment contract is liable to be terminated. Decision of the Head of the Unit shall be final and binding in this regard (for example, if corrosion rate is greater than 3.0 mpy for two consecutive months then penalty will be enforced).

However, corrosion rate, being a critical parameter it must not exceed value greater than 2 mpy on passivated coupon during regular treatment. Otherwise contract may be terminated within 10 days of notice and entire amount of security will be forfeited.

- ii) In case all four items individually exceed the performance figures / limits mentioned above during any period of treatment then 40% of Security deposit of party will be forfeited and maximum 30 days shall be granted for effecting corrective measures.

After exceeding limits of all four items individually and availing of 15 days for correcting chemicals / formulation etc., with proper justification, if failure occurred to achieve the guaranteed figures, another 15 days time will be allowed to correct the treatment will further deduction of security deposit to the extent of 50%.

Even after that if the supplier is unable to achieve the guarantee figures the order will be terminated and security deposit will forfeited.

Despite all the permissible period for changing line of treatment to establish guaranteed parameters (without any major variation in make up water quality) plant authority and technical services will jointly make performance report and submit to Head of the Unit who may terminate the treatment contract with supplier with 10 (ten) days prior intimation to the party. Decision of Heads of the Unit shall be final and binding on both the parties.

However, even after termination of contract, party may have to supply chemicals at the existing rates till a new party is lined up. The usual services will be rendered by the party till the new vendor start functioning.

In case of any dispute in the analysis, third party analysis will be carried out at the cost of supplier, which will be binding on both the parties. Selection of third party will be done by APL only.



Plant condition may be seen and detailed C.W. system including critical exchangers study may be carried out before starting the treatment. APL shall extend all possible help. APL however will not be responsible at any stage for deviating in the guaranteed performance.

- iii) Under normal condition excess blow down or make up shall not be allowed and if resorted to without valid reason, cost of excess water consumed along with cost of chemicals will be recovered from the party.
- iv) Corrosion coupons shall be put in the rack and taken out only in presence of the APL officials. Corrosion rate should be measured by coupons. Corrosion measurement by coupon will done in the plant only.

12.0 **TERMS OF PAYMENT:**

- (i) For the supply part: 90% of Invoice value shall be released within 30(Thirty) days after receipt of material at APL's site and certification of quantity by APL official at site. Balance 5% of the Invoice value shall be released after consumption of chemicals and satisfactory monitoring of the system as certified by APL technical plant official. Balance 5% of the Invoice value within 3 months from the date of invoice and submission of report that the chemicals were consumed as per norms stated in the offer. In case of excess consumption, a report justifying the excess consumption shall be submitted stating the abnormal conditions in the plant, that led to excess consumption and corrective action taken thereof. Such report shall be authenticated by representative of Methanol Plant Authority of APL.

Note : Price Breakup has to be submitted for approval of APL after receipt of Work Order. For supply part payment will be released as per approved Price Breakup.

- (ii) For the service part: The contractor shall raise monthly invoices against the technical service provided such as quality monitoring, maintenance, chemical dosing and other day to day services for the programme. Invoices should be raised immediately after the 15th day of every month for the period from the 16th day of the previous month to the 15th day of the current month to the Production Dept. Payment against such monthly invoices shall be released on due certification from Production Dept against the quality of services provided.

13.0 **TERMINATION OF THE WORK ORDER:**

If the performance of cooling water treatment at any time is not satisfactory then APL will give one month time in writing to the party for rectification. In spite of that, the cooling water treatment if found not satisfactory then APL is at liberty to terminate the contract. (*Please refer to penalty clauses in 11.00 for details.*)

14.0 **COMMERCIAL TERMS & CONDITIONS:**

- i) While the quoting the rate the vendor should clearly mention the details & rate of Excise Duty, CST, Service tax, VAT etc. in their Technical bid.



- ii) The vendor should also fulfil all statutory conditions and furnish us legible photo copies of Labour license, PAN / TAN No., PF Registration No., Service Tax clearance certificate etc. as per Govt. rules.

15.0 ACCOMMODATION:

Accommodation including electricity and water at APL Township will be provided for Party's Resident Specialist / Site Supervisor on chargeable basis as applicable to outsiders and as per availability of quarters. Space for site office for the specialist / Site-in-charge will be provided at plant premises. Such persons (supervisors/site engineers/specialist) shall obtain permission/gate pass from APL authority for their stay in APL campus on production of valid ID proofs as applicable.

16.0 The charges for services, tools & tackles monitoring instruments etc. shall be incorporated in quoted rates for Chemicals.

17.0 Work order shall be lined up based on above mentioned scope of work. For procurement of chemicals separate purchase orders shall be placed on the basis of rates indicated in work order.

3. INSTRUCTION TO BIDDER:

1. 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 as per **ANNEXURE-I**
2. The bidder has to deposit a sum of **Rs.52,000 /- (Rupees Fifty Two 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.
3. **MSME** valid certificate under category of similar works is considered for exemption of EMD.
4. EMD and Retention money shall not bear any interest.
5. The bidder to quote the Chemical Consumption (Amount Required) for the supply of Chemical ,Dosing as per the **ANNEXTURE A** (Clause 4.4 In GCC) in the tender documents and publish the same in the Technical Bid .
6. The bidder shall indicate the total quoted price both in figures as well as in words in the format for submitting prices in the price bid . 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.
7. 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.

8. 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.
9. **SECURITY DEPOSIT:** The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, security deposit equal to 10% of the total accepted tender value for proper fulfilment of the CONTRACT in form of Bank guarantee as per Format covered in ANNEXURE-III of this document
10. **GUARANTEE PERIOD** -The work carried out by the bidder shall be guaranteed as per **Clause 9.00** of the **General Conditions of Contract**. Performance Guarantee money shall be released after this defect liability period.
11. **PENALTY**-The terms of Penalty shall be as per **Clause 5.1** and **Clause 11 (i,ii,iii&&iv)** and of The General Conditions of Contract .
12. **TERMS OF PAYMENT:** The Terms of Payment shall be as per **Clause No- 12 (i&ii)** of “General Conditions of Contract” of this Tender. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Engineer – In – Charge.
13. **TIME SCHEDULE:** The Tender shall be valid for a period of Two years. Effective date will be from the date of issue of Work Order.
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. 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.
16. 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.
17. 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.
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 Borah DGM (C&P) Mob:-9435139178 Email id- borah.nb@assampetrochemicals.co.in & Sudipta Roy Sr.Manager (Production)
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	Mob:-7439220616 Email id- s.roy@assampetrochemicals.co.in
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786623

4. INCOME TAX AND GST

1. 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.**
2. 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.
3. 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.)
4. 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
5. 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.
6. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. Any other provisions in the GST not mentioned above will be sou-motto applicable.
13. 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.
14. The venue of jurisdiction in case of disputes shall be Dibrugarh, Assam, India

5. 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://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.
- 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

6. BID SUBMISSION

6.1 Salient Features on Bid Submission

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt.10/03/2022 only at Government of Assam Public Procurement Portal https://assamtenders.gov.in/nicgep/app
c)	Place of Submission of Original authenticated Bid (Hard Copy)	Dy.General Manager (C&P), Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)

d)	Opening of Bid.	03:00 PM on dt. 11/03/2022
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 Sudipta Roy Sr.Manager (Production) Email- s.roy@assampetrochemicals.co.in _Ph no-7439220616
f)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
g)	Earnest Money Deposit (EMD)	Rs.52,000/- (Rupees Fifty Two Thousand)only
h)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website https://assamtenders.gov.in/nicgep/app OR APL's website www.assampetrochemicals.co.in

6.2 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 as follows

Cover containing documents as per Bid document ”:

- Cover 1 : EMD + Integrity Pact
- Cover 2: Un-Priced Bid
- Cover 3: Price Bid containing Schedule of Rates & Quantities with duly filled prices in Microsoft Excel format provided with Tender documents.

	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.
	3 .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. Priced Bid in Excel format to be uploaded only in e-tendering portal : https://assamtenders.gov.in/nicgep/app .
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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.**
- 1.1 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.
 - 1.2 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.
 - 1.3 Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids.

7. 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 without signed and sealed on each page.
5. Non-Submission of Important Bid Documents as mentioned.
6. Non-Meeting pre-qualification criteria

8. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

1. EMD of required amount/MSME Certificate.
2. Work orders& completion certificates to comply the Bidder's qualification criteria.
3. Copy of PAN card
4. EPF Registration No
5. Copy GST Registration
6. Cancelled Bank Cheque
7. Income Tax return , Balance Sheet, Profit loss statement for last three financial years i.e 2018-19,2019-20,2020-21
8. Labour Licence
9. Service Tax Clearance certificate
10. Labour Licence

9. AMENDMENT OF BIDDING DOCUMENTS:

- a. At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.



- b. The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- c. Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

10. 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

11. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

1. 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.
2. 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.
3. 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.
4. Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
5. 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 Work Order / Purchase Order will be issued to them.

12. 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

13. 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

COOLING WATER TREATMENT PACKAGE DETAILS

1.1 Basis of Treatment : Non-Chromate Environmental Friendly Treatment.

1.2 Make – up water Quality

Sl. No.	Parameter	Values with units
01	pH	6.5 - 7.8
02	Temperature	30 °C Max.
03	Alk to phenolphthalein	Nil
04	Alk to Methylorange	80 mg/lit , CaCO ₃ , max.
05	Total Hardness	90 mg/lit, CaCO ₃ , max.
06	Chloride	15 mg/lit, Cl, approx..
07	Silica	17 mg/lit, SiO ₂
08	Iron	0.2 mg/lit, Fe, max
09	Turbidity	50 ppm, Max.
10	Sulphates	70 mg/lit, max. as CaCO ₃
11	Calcium	40 mg/lit, as CaCO ₃ , max.
12	Magnesium	40 mg/lit, as CaCO ₃ , max.
13	TDS	200 mg/lit

1.3 Existing Cooling Tower Details :

The Cooling Tower is multi cell, induced draft type, equipped with splash bars packing, trough and target nozzle for distribution. Dual basin (hold up volumes 330 m³ & 85 m³), inter connected with 20 inch piping.

SI No	ITEM	DETAILS	SI no	ITEM	DETAILS
01	Circulation rate,m ³ /hr.	1200	06	Basin Capacity, m ³	175
02	Hold up volume, m ³	415	07	Hold-up Time, minutes	9
03	ΔT°C	10	08	Cooling Water return temp. °C	42.5

04	Evaporation rate, m ³ /hr.	375	09	Cooling water Supply temp. °C	32.
05	COC	3	10		

Vendor to quote the chemical consumptions in the following format:

Sl No	Type of chemicals & with brand name	Ppm dose	Chemicals consumption			Pre-cleaning	Passivation	Total	Grand Total
			Kg/day	Kg/month	Kg/year	kg	Kg	Kg/year	For 2 years
01	Corrosion inhibitors								
02	Dispersant								
03	Bio-dispersant								
04	Biocides i) ii)								
05	Chlorine								
06	Chemicals for ClO ₂ generation								
07	Copper corrosion inhibitor								
08									

Please Note:

APL reserves the right to change / modify the chemicals dosages and load the offer accordingly if it feels that it is insufficient to take care of our system requirement based on our own experience while evaluating the technical offers.

Vendor should quote only those chemicals/biocides/dispersant that are purely biodegradable and do not create any environmental issues as far as polluting the environment is concerned.



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.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

ANNEXURE-II

SCHEDULE OF RATES

Sl. No.	Item Description	Quantity	Units	BASIC RATE without GST Rs.	TOTAL AMOUNT Without GST in Rs.
1	Chemicals for CW Treatment	1.000	Lump sum		
2	Chemicals for Contingency Treatment	1.000	Lump sum		
3	Technical service Charges	1.000	Lump sum		

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

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



ANNEXURE-III

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 anywise payable by "the Vendor" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

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

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

5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be 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 : _____



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

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. 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.



PROPOSAL EXHIBITS NO.7

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.

SEAL OF TENDERER

SIGNATURE OF TENDERER



PROPOSAL EXHIBITS NO.8

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.9

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.10

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.



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: _____