

Assam Petrochemicals Limited

Namrup, Assam

Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

**ENQUIRY DOCUMENT FOR WELL GRADED GRANULAR SUB-BASE WORK FOR
PERIPHERAL ROAD CONSTRUCTION AT 500 TPD METHANOL PROJECT SITE**

OWNER / CLIENT: ASSAM PETROCHEMICALS LIMITED

PROJECT: 500TPD METHANOL PROJECT

Enquiry No:-APL/Proj/Civil/04/WGGS/2018/406

LOCATION: NAMRUP, ASSAM

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1.0 SCOPE OF WORK

- 1.1 The Contractor's scope of work shall cover furnishing all materials, handling of material, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works, including all surveying and setting out necessary for the works including transfer of levels from existing available bench mark and clean up of working areas after completion of the works.
- 1.2 The works are to be carried out adjacent to the operational plant within the existing premises of the client. Bidder is advised to visit the site to get acquainted with the existing site condition and to assess the amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.
- 1.3 The work shall consist of laying and compacting of well graded materials on prepared surface in accordance with the requirements of these specifications. The materials shall be laid in one and two layers as lower and upper sub-base layer (termed as sub-base hereinafter) as necessary according to lines, grades and cross section shown on the drawings as directed by the Engineer-in-charge.
- 1.4 The materials to be used shall be Natural sand, Moorum, crushed stone or combination thereof depending upon the grading required. The materials should be free from organic or other deleterious constituents. The grading of coarse aggregate to be adopted in this work shall be as specified in the contract.
- 1.5 The water absorption value of coarse aggregate shall be determined as per IS : 2386 (PAN 3). If this value is greater than 2 then soundness test shall be carried-out as per IS: 383.
- 1.6 The contractor shall carry-out CBR test on compacted and finished surface of road at an interval as specified. Minimum CBR value for grade II and grade III should be 25 & 20 respectively.
- 1.7 The sub-base materials of grading specified in the contract shall be spread on the prepared surface with the help of motor grader/paver. A layer of fresh sand shall be spread over the graded material surface before compaction start. Then immediately compaction shall start and simultaneously applying water uniformly and at controlled quantity. The compacted thickness of layer should not exceed 100mm.

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- 1.8 The GSB layer for Grade II should be 200 mm thick and for grade III should be 300mm thick of machine crushed (**MORTH specification section -401**) (Table-401-I)
- 1.9 Testing of Materials:
A site testing laboratory shall be set up by the contractor at his own cost. The equipment for following tests, in addition to the equipment already specified are to be arranged by the contractor
- a. Aggregate Impact Value test (IS: 5640)
 - b. Sieve analysis of coarse and fine aggregates (IS: 2386 Part-I)
 - c. Flakiness Index (IS: 2386 Part-I)
 - d. Moisture content (IS: 2720 Part-II)
 - e. Plasticity Index (IS: 2720 Part-V)
 - f. Proctor Density Test (IS: 2720 Part-VIII)
 - g. Water Absorption Test (IS: 2720 Part-III)
 - h. Surface Moisture content of Aggregates
- 1.10 The cost involvement for all testing shall be borne by the contractor at all. In case the tests are conducted at any laboratory other than the site laboratory of the contractor, the testing charges shall be borne by the contractor.
- 1.11 The Test result shall be final and binding on the contractor.
- 1.12 At the time of handing over of completed work to the Department, all the damages, pot holes and undulation caused by any traffic shall be made good and road repaired properly by the contractor to the satisfaction of the Engineer-In Charge of the Department. Nothing extra shall be payable to the contractor.
- 1.13 Some restrictions may be imposed by the Department for movement of vehicles, materials, labours and contractor bound to follow all such restrictions/Instructions and nothing extra shall be payable on this account or due to less/reduced working hour etc.
- 1.14 Royalties at the prevalent rates shall have to be paid by the contractor.
- 1.15 Contractor has to ensure that sufficient water is available at site for proper execution of work at his own cost.
- 1.16 Unless otherwise specified in the schedule of quantities, the rate of all items of work shall be considered as inclusive of pumping out or bailing out of water from all depth if required for which no extra payment shall be made. This will include water encountered from any source, such as rain, flood, high sub-soil water table, seepage whatsoever etc.
- 1.17 Contractor should make all arrangement for alignment survey, leveling works etc and nothing shall be payable on this account.
- 1.18 All works shall be carried out in accordance with the technical specifications of this document and as directed by Engineer in charge
- 1.19 Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Contractor, at his own cost and time. All

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the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.

- 1.20 The Contractor is required to strictly follow all the rules and regulations of Government of India and State of Assam and all local rules and bye-laws, etc.
- 1.21 Bidder shall provide necessary barricading while carrying out the construction works if required.
- 1.22 The labour colony shall be provided by the Contractor outside the plot premises at his own cost.
- 1.23 Construction power and Construction water shall be arranged by the contractor at his own cost. If Contractor has to set up a DG (Diesel Generator); it has to be as per the Local Statutory Norms.
- 1.24 Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.
- 1.25 There is no free issue material to the contractor. Supply of all material, Labour, tools, equipment etc shall be in the scope of the contractor.
- 1.26 Contractor shall ensure local participation to the extent possible for execution of works.
- 1.27 Owner reserves the right to split the contract; however the rates/ prices shall remain valid.
- 1.28 Handing over the site to the complete satisfaction of the Engineer in charge/Owner.

2.0 TIME OF COMPLETION

The completion of the activities in a time bound manner is the principal requirement as far as the civil construction contract is concerned. The requirement would be to carry out the job uninterruptedly, irrespective of the seasonal changes and also to work during extended hours during the working days/ holidays to achieve the above target. Total duration of works shall be **2 (Two) months** from the date of award of contract.

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CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with this duly filled in, signed & stamped checklist **with each copy of the “Techno-Commercial bid”**.

I. CONFIRM THE FOLLOWING (tick the box):

(1.0) Bid / Offer have been neatly punched & differently filed as Integrity Pact &/or BID Fee & /or EMD File, Commercial Bid file, Technical Bid file and Priced Bid file with required number of copies (Refer Appendix – I). Offer submitted in loose / stapled papers and / or insufficient documents / details / copies as mentioned in above Appendix will not be accepted and may lead to rejection of bid

YES

(2.0) Complete ENQUIRY document (original) duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the ENQUIRY documents and all subsequent amendments

YES

(3.0) Corrigendum / Addendum / Amendment (if applicable) along with its Compliance letter, submitted duly signed and stamped on each page

(4.0) BID Fee (if applicable) as mentioned in the Instruction to bidder (ITB)

Submitted

Not Applicable

(5.0) EMD (if applicable) as mentioned in the Instruction to bidder (ITB)

Submitted

Not Applicable

(6.0) Integrity Pact (if applicable) as mentioned in the ITB

Submitted

Not Applicable

Bidder Name, Sign & Company Seal

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(7.0) Power of Attorney in Favor of the person who has signed the bid on stamp paper of Appropriate value as mentioned in clause 30.4 of ITB

Submitted

Not Applicable

(8.0) Submission of documents to establish conformity with Bidder's Qualification Criteria as per Instruction to bidder (ITB) under head "Bidder's Pre- Qualification Criteria"

Submitted

Not Applicable

(9.0) Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company if NCB / ICB ENQUIRY

Submitted

Not Applicable

(10.0) Present/ Concurrent Commitments as per ITB

Submitted

(11.0) Schedule of Deviations from General conditions as per ITB

Submitted

(12.0) Commercial Details/ Documents specified in the ITB

Submitted

(13.0) Blank copy (without price) of schedule of Rates & Quantities indicating Quoted" duly signed and stamped on each page

Submitted

(14.0) PAN Details, EPF, ESI registration certificate, income tax return (ITR) copy for Last three financial year, solvency certificate

Submitted

(15.0) Financial balance sheet, profit and loss account, Assets / Liability sheet for last three financial year as per bid document.

Submitted

Not Applicable

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(16.0) Information about Bidder and details of similar work done

Submitted

(17.0) Average Annual Turn Over for last three Financial Year **Submitted**

(18.0) Overall schedule for completion of work in the form of Bar Chart

Submitted

(19.0) Details of tool, tackles & equipment available with bidder for use
in this work

Submitted

(20.0) Manpower Statement

Submitted

(21.0) Quality Assurance plan and safety assurance plan with detailed bio-data /
experience of "Quality Assurance Supervisor" & "Safety Supervisor"

Submitted

Bidder Name, Sign & Company Seal:

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CHECK LIST FOR SUBMISSION OF BID – Well Graded Granular Sub-Base work

BID	COVER	FILE NO. & TITLE FILE CONTENT	FILE CONTENT
Un Priced	Cover - 1	Integrity Pact &/ or EMD Document	Duly filled, Signed & Stamped copy of Integrity Pack &/or Bid Fee &/or EMD Document, if applicable as per Bid document.
	Cover - 2	Un-priced Complete BID Document	Complete BID document duly stamped and signed on each page Checklist for submission of Bid (original) i. Schedule of rates & quantities indicating quoted items (original) ii. Document Related to Bidders Qualification Criteria, if applicable iii. Other documents as mentioned in Check list for Bid submission iv. Schedule of Price indicating quoted items (copy) v. Overall schedule for completion of work in the form of Bar Chart vi. Details of tool, tackles & equipment available with Bidder for use in this work vii. Manpower statement for the job, Experience / qualification of all supervisory staff

Bidder Name, Sign & Company Seal:

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INSTRUCTION TO BIDDERS

1 **INTRODUCTION**

- 1.1 Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formaldehyde Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major Petrochemicals Complex in the region.
- 1.2 **The site for the New Plant:**
The new 500 TPD Methanol Plant will be set up in the land area adjacent to existing location of APL factory at Namrup.
- 1.3 **Approach to site:**
The APL factory is situated at Namrup in the district of Dibrugarh, Assam, India. Namrup is connected with Dibrugarh by national Highway NH-37 and is at a distance of around 70 KM from Dibrugarh and around 65 KM from Dibrugarh Air Port. The nearest railway Station is Namrup Station and is at a distance of 9 KM. The Station has siding facilities suitable for handling Project equipments. The Railway Track is Broad Gauge.
- 1.4 The Plot area has an existing Natural ground level of 124.4 m from the MSL.
- 1.5 Assam Petrochemicals invites sealed bids under two bid system for construction of granular sub-base covered in the bidding document. All bids are to be completed and returned in accordance with ENQUIRY requirements within the duration as mentioned below.

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2 IMPORTANT POINTS TO BE NOTED

2.1 Salient Features of online submission of Bids

Sl. No.	Description	Remarks
a)	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
b)	Bid Download and Submission made available for the Bidder on the above website for the period	19/03/2018 to 04/04/2018
c)	Last Date and time for submission of Online Bids (DUE DATE)	Up to 15:00 Hrs. (IST) on 04.04.2018, only at Government of Assam Public Procurement Portal https://assamtenders.gov.in/nicgep/app
d)	Place of Submission of 1 sets of Original authenticated Un-price Bid (Hard Copy) and EMD	GM (Project) Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Tel - +91 374 2500331
e)	Online opening of Techno-Commercial Bid.	15:00 Hrs. (IST) on 05.04.2018.
f)	Contact Person with details for any clarifications	Mr. Nava Bikash Borah, Sr. Manager(MM-Project) Or Mr. Prasanta Hazarika, Dy. Manager(Civil) Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Mob. No. +91-86381-71503 Email -borah.nb@assampetrochemicals.co.in prasantahazarika05@gmail.com
g)	Bid Validity	6 months from the DUE DATE or EXTENDED DUE DATE
h)	Tender Fee	Not applicable
i)	Earnest Money Deposit	Rs. 1,25,500 (Rupees One Lakh Twenty five thousand Five hundred) only

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- 2.2 Bidder to submit duly filled, stamped & signed copy of Integrity Pact along with the offer.
- 2.3 Earnest Money Deposit (EMD): **Rs. 1,25,500/-** (Rupees One Lakh Twenty five thousand Five hundred) only in the form of Demand Draft (DD) (from Nationalized Bank) in favour of “**Assam Petrochemicals Limited**” payable at **Namrup (SBI, UBI, UCO)** or non-revocable Bank Guarantee (BG) from Nationalized Bank as per the APL format (annexure-I). EMD shall not bear any interest.
- 2.4 EMD validity (For BG Only): EMD shall initially be valid for 6 months from the due date for bid submission. Bidder shall extend EMD Validity on its expiry as per requirement of APL till the order is not placed on Vendor / Contractor (Successful Bidder); failing to provide Extension in EMD Validity shall lead to rejection of bid.
- 2.5 Refund of EMD: After acceptance of order by Vendor / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the Vendor / Contractor (successful bidder) after its submission of the security deposit of required amount and in stipulated time
- 2.6 Price Bid Opening: Will be intimated later to the techno-commercially acceptable bidders
- 2.7 In addition to the documents submitted online in the e-tendering portal, bidders are requested to submit hard copies of Un-price Bid along with EMD and Integrity pact within 7 days from the due date of submission of bid or extended due date of submission of bid. The hard copies of offers submitted by bidders shall be either neatly spiral bounded or hard bounded. **No price related information is required to be submitted along with Un-price Bid as mentioned above.** Price Bid is required to be submitted online only at portal <https://assamtenders.gov.in/nicgep/app>.
- 2.8 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>. Moreover bidders are requested to follow the instructions under “Bid Submission process” under “**Bidders manual Kit**” section available in the homepage at the website

3 BIDDER'S QUALIFICATION CRITERIA

3.1 COMMERCIAL & FINANCIAL

- 3.1.1 Average Annual Financial Turnover during the last 3 years, ending 31st march, of the previous financial year, should be at least 30% of the estimated cost.
- 3.1.2 The bidder shall have earned a net positive profit for the last three consecutive years
- 3.1.3 The financial net worth of the bidder as per latest audited annual report shall be positive.

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3.2 TECHNICAL

3.2.1 Bidders shall have experience in last five years of having successfully carried out and completed similar work during calculated from the month previous to the one in which applications are invited, which experience should be any one of the following:

- a) Three similar completed works, each costing not less than amount = 40% of the estimated cost
- b) Two similar Completed Works, each costing not less than the amount = 50% of the estimated cost
- c) One similar completed work costing not less than the amount = 80% of the estimated cost.

4 BIDDERS WHO CAN BID

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

4.2 "Affiliate" of a party shall mean any company or legal entity which:

- a) Controls either directly or indirectly a party, or
- b) Which is controlled directly or indirectly by a party, or
- c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

4.3 Bid may be submitted by:

- a) A single person / entity (called sole bidder)
- b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.
- c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d) An Indian arm of a foreign company.

4.4 Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:

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- a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.
- c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - i. Each member in a consortium may only be a legal entity and not an individual person;
 - ii. The bid shall specifically identify and describe each member of the consortium;
 - iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - iv. One participant member of the consortium shall be identified as the “prime member” and contracting entity for the consortium; this prime member shall be solely responsible for all aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;
 - v. The prime member shall fulfill each eligibility criteria;
 - vi. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the bid and the member’s commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;

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

5 BIDDING DOCUMENTS

- 5.1 The bidder is expected to examine the bidding documents, including all instructions, forms, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.
- 5.2 Immediately on receipt of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the ENQUIRY work / scope of supply as per the Acknowledgement format given in Bidding Document.

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6 DUE DATE FOR SUBMISSION OF BIDS

- 6.1 As indicated in item clause no. 2 above, the Original hard copies of un-price bid must be received by the designated authority within 7(seven) days from the bid due date & time.
- 6.2 APL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the APL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.
- 6.3 Any request for due date extension shall be received to APL 48 hrs in advance to bid due date in writing clearly indicating the reason for extension. APL will determine to its subjective satisfaction whether the bidder extension request based on the reason mentioned by the bidder to be accepted or not and such determination shall not be open to question.

7 MODIFICATION & WITHDRAWAL OF BIDS

- 7.1 The bidder may resubmit his bid more than once but the online system will consider the latest submitted bid.
- 7.2 The online system will give acknowledgement on valid submission of Bid.

8 BID VALIDITY

- 8.1 Bids shall remain valid for a period as indicated in Sr. no. 2 above.
- 8.2 Notwithstanding the above, APL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).

9 BID REJECTION CRITERIA

- 9.1 Prior to detailed bid evaluation, CLIENT will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the CLIENT's rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by CLIENT.

- 9.2 The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.
- (a) Non-responsive bid as mentioned in clause no. 11.1 above.
 - (b) Non Meeting Pre-Qualification criteria
 - (c) Defect liability period.
 - (d) Bids with Price variation clause (PVC)
 - (e) Non-Submission of EMD, if applicable
 - (f) Non-Submission of Integrity Pact, if applicable along with the un-priced offer / on or before the bid due date & time as instructed in this Enquiry
 - (g) Submission of prices with erasures or corrections or using white fluids.
 - (h) Submission of Prices / rates in SOQ / SOR in un-priced bid.
 - (i) Bids submitted in loose / stapled papers
 - (j) Rejection note as mentioned under various clauses of this ENQUIRY document

10 CLARIFICATIONS ON BID

- 10.1 Clarifications that the Bidder needs to have on the ENQUIRY specification can be sought from APL in writing within one week from the date of publishing of this enquiry.
- 10.2 Bidders requesting clarifications beyond one week from the date of publishing of this enquiry will not be entertained. Non-receipt of clarifications from APL for queries raised beyond one week will not be considered for extension of time to submit the bid.
- 10.3 All such correspondence shall be routed to the following address in an envelope "Clarifications for Enquiry No. "APL/Proj/Civil/04/WGGS/2018/406"

To,

Assam Petrochemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam
Pin 786623
Contact Person: Mr. Atul Ch. Barman,
GM,(Project)
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231

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Email: barman.ac@assampetrochemicals.co.in

Mr. P.Hazarika, Dy. Manager, (Civil/Project)
Email : prasantahazarika05@gmail.com

10.4 Written queries only shall be replied.

11 OPENING OF TECHNICAL & UN-PRICED COMMERCIAL BIDS

11.1 Technical and un-priced commercial bids shall be opened online at Project office of APL, Namrup office on the due date as mentioned in clause no. 2.2 in presence of the bidder's representatives. Only the name of the bidders who have responded to the enquiry will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped "Proforma of letter of authority for attending Technical Bid Opening" and submit it to APL before opening of the Un-priced bid. Bidders who are present during Un-priced bid opening shall sign un-priced bid opening statement evidencing their attendance. If bidder is placed on holiday / blacklisted after issue of enquiry but before un-priced bid opening, their Un-priced bid will not be opened.

12 OPENING OF PRICE BIDS

12.1 Techno-Commercially acceptable bidders will be short listed by CLIENT for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the short listed bidders subsequently. Only the final bid cost will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped "Proforma of letter of authority for attending Priced Bid Opening" and submit it to APL before opening of the priced bid. Bidders who are present during priced bid opening shall sign priced bid opening statement evidencing their attendance. If the bidder is placed on holiday / blacklisted after opening of un-priced bid but before opening of priced bid, their price bid will not be opened.

Assam Petrochemicals Limited

Namrup. Assam

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13 AMENDMENT OF BIDDING DOCUMENTS

- 13.1 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.
- 13.2 The modifications/amendment will be notified through Addendum / Corrigendum in e-tendering portal <https://assamtenders.gov.in/nicgep/app> & APL's website www.assampetrochemicals.co.in. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- 13.3 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.

14 SITE LOCATION / SITE VISIT

- 14.1 The bidder may at its own discretion can examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

15 BIDDING DOCUMENTS AND DEVIATIONS

- 15.1 It is expected that bidders will submit bids strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. However, become unavoidable, deviations should be separately and specifically stipulated only in the "Deviation Sheet". Deviations mentioned anywhere else in the offer other than the "Deviation Sheet" shall not be acceptable and shall not be considered for bid evaluation. APL reserves the right to reject as non-responsive any bid containing major deviation(s).

16 LANGUAGE OF BIDS

- 16.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and CLIENT, shall be written in English language only.

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16.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

17 PRICE BID

17.1 The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".

17.2 Bidders shall quote indicating basic cost in priced bid only which is inclusive of all taxes, duties, levies, royalties, octroi applicable, packing & forwarding charges, transportation charges etc but exclusive of GST.

17.3 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

17.4 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/ escalation on any account except as otherwise specifically provided in the Contract documents.

17.5 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.

17.6 The supplier/contractor shall keep CLIENT indemnified from and against any and all claims, demands, prosecutions, actions, royalties, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, royalties, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

17.7 The bidder shall indicate the total quoted price both in figures as well as in words in the format for submitting prices.

17.8 In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed

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literature, shall be initialed by the person signing the bid. The name and position held by each person signing must be typed or printed below the signature.

- 18.2 The Un-priced bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid. However the Priced bid shall not contain interlineations, erasures or overwriting.
- 18.3 In case if the bidder is a Company governed by the Companies Act 2013,(erstwhile Companies Act 1956) a Board Resolution shall be accompanied for the person signing the bid and also for the person attending the bid Over / Opening and above the requirement as stated.
- 18.4 In case if the bidder is a partnership firm / JV firm, Power of attorney having the signature of all the partners / members shall be accompanied for the person signing the bid and also for the person attending the bid over / Opening.

19 ALL PAGES TO BE INITIALLED

- 19.1 All signatures in bids shall be dated and shall bear a seal of the bidder. In addition, all pages of the bids before submission of the bid shall be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorizing him to sign on behalf of the bidder. The un-priced technical bid shall include all pages of ENQUIRY (commercial part and technical part) duly signed and stamped by the bidder.
- 19.2 The Bidder shall sign and affix its seal on all pages of the Priced bid on lower right hand corner by a person holding a power of attorney.

20 CLARIFICATIONS ON BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, APL may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by APL. Bidders not responding to clarification / Queries raised by APL on bids within the stipulated time will not be considered further for evaluation and bids will be rejected.

21 TECHNO-COMMERCIAL EXAMINATION OF BIDS

- 21.1 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.

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- 21.2 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.
- 21.3 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.
- 21.4 Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
- 21.5 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 LOI / PO will be issued to them.

22 REBATE

- 22.1 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.

23 CLIENT'S RIGHT TO ACCEPT/REJECT BIDS

- 23.1 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.
- 23.2 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.

24 SUBMISSION OF BIDS

- 24.1 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 General Manager (Project)
Assam Petrochemicals Limited,
Namrup. P.O. Parbatpur
Dibrugarh. Assam, Pin 786623**

Assam Petrochemicals Limited

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- 24.2 Cover containing documents as per Bid document and Checklist for online Submission of Bid”:
- a) Cover 1 : EMD + Integrity Pact
 - b) Cover 2: Un-Priced Bid
 - c) Cover 3: Price Bid containing Schedule of Rates & Quantities with duly filled prices in Original with duly stamped and signed on each page.
- 24.3 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.
- 24.4 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.
- 24.5 Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids.

25 ORDER OF PRECEDENCE

- 25.1 The following order of precedence shall be followed in case of any conflict between various parts of the ENQUIRY specifications:
- i. Corrigendum, if any
 - ii. Instructions to Bidders
 - iii. Technical Specification, drawings & datasheets
 - iv. Special Conditions of Contract
 - v. General Conditions of Contract

The Bidder shall bring to the notice of APL any such variations / conflicts between various parts of the ENQUIRY and obtain approval before proceeding with such information for engineering/design.

REQUIREMENTS FOR E-TENDERING

1.0 GENERAL

- 1.1 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 are to be filled in the BOQ (Financial Price Bid Part – II).
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.

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- 1.8 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.
- 1.9 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.
- 1.10 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/ Annexures.
- 1.11 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.
- 1.12 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.
- 1.13 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.**
- 1.14 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.
- 1.15 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.

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- 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.
- 1.17 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.
- 1.18 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.
- 1.19 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 1.20 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

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Namrup. Assam
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ANNEXURE – I

PROFORMA FOR EMD

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, Mahapurush Srimanta Sankardev Path, Guwahati-5, Assam, India (hereinafter called ‘ the Owner’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt m/s (Hereinafter called ‘the said Tenderer (s)’ which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. for hereinafter called ‘the said Tender’ of such earnest money deposit for the due fulfilment by the said Tenderer (s) of the terms and conditions contained in the said tender..... foron production of bank guarantee for an amount of **Rs. /- (Rupeesonly)** We Bank hereinafter referred to as ‘the bank’ do hereby undertake to pay to the owner and amount not exceeding **Rs. /- (Rupees only)** against any loss or damage caused to or suffered or would be caused to or suffered by the said owner by reason of any breach by the said Tenderer (s) of any of the terms and conditions contained in the said tender (the decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

1.We..... Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the owner by reason of any breach by the said Tenderer (s) of any of the terms and conditions contained in the said tender or by reason of the said Tenderer’s failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of **Rs... /- (Rupees only)**

2.We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said

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tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer (s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer (s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

3. We _____ Bank undertake not to revoke this guarantee during the currency except with the previous consent of the Owner in writing. Upon expiration of this Guarantee, this document is to be returned to the Bank for cancellation.

4. NOTWITHSTANDING anything contained hereinabove,

a. Our liability under this guarantee shall be restricted to an amount of of Rs.../- (**Rupees only**)

b. This guarantee shall be valid up to _____.

c. The Bank shall be released and discharged from all liability under this guarantee unless a written claim or demand is received by the Bank on or before _____.

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has fully power to do so.

Dated..... day of..... 20.....

Corporate seal for bank

Assam Petrochemicals Limited

Namrup. Assam

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SPECIFIC TECHNICAL REQUIREMENTS

CONTRACTOR SHALL COMPLY TO THE FOLLOWING TECHNICAL REQUIREMENTS

- 1.1. Within 10 days of receipt of Letter of Intent (LOI) the Contractor shall submit a detailed methodology for carrying out all works as per the scope of the tender, details of main equipments, procurement specifications for all materials to be procured which shall be approved by the Engineer in charge before placement of order. These submittals shall be consistent with the general information submitted by the Contractor with his Tender and with modifications, if any, subsequently agreed to by the Engineer-in-Charge and the Contractor.
- 1.2. The Contractor shall build, equip, operate, and maintain an adequate field laboratory for sampling and testing of materials. The laboratory shall be run by Contractor's personnel experienced in sampling and testing of materials, and quality control. All sampling and testing to be undertaken shall be reported to the Engineer-in-Charge.
- 1.3. Contractor shall ensure that latest versions of all relevant IS codes in hard copies are available at Site office for ready reference.
- 1.4. Contractor shall ensure that all necessary construction tolerances shall be adhered during construction as specified in the drawing/Technical specifications or as per relevant IS standards and/or as directed by the Engineer in charge.
- 1.5. Contractor shall submit necessary material consumption calculations to achieve the desired quality as per relevant IS codes which shall be approved by engineer in charge before commencement of work.
- 1.6. Bidders shall be deemed to be fully conversant with the Specifications including technical specifications, drawings, general conditions, instructions to bidders, etc and all terms and conditions of the Invitation to Bid. The Bid shall be prepared and submitted strictly in accordance with the requirements of this bid document. No deviations with Specifications, general conditions, etc, are allowed.

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PROFORMA FOR BID SUBMISSION LETTER

Contractor's Ref.: _____

Date: _____

To, Assam Petrochemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623

**Contact Person: Mr. Atul Ch Barman
GM (Project)**

Tel. No.: 0374-2500331

Fax. No.: 0374-2500231

Email: barman.ac@assampetrochemicals.co.in

Mr. P.Hazarika, Dy.Manager (Civil/Project)

Email : prasantahazarika05@gmail.com

Sub: Enquiry No- **APL/Proj/Civil/04/WGGS/2018/**

Dear Sir,

With reference to the above invitation by APL we have examined the Bid document and related annexure for the above WORK downloaded from your website. We hereby offer to provide the services in conformity with the said Bid document and related annexure as per terms and conditions specified in the BID DOCUMENT.

We undertake to carry out the work as per the time schedule in the Bid.

We understand that APL is not bound to accept the lowest of the BIDs received and may reject all or any BID without assigning any reason thereof.

We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the conditions of CONTRACT, this ITB together with your written letter of acceptance thereof (i.e. LETTER OF INTENT) in case our bid is accepted shall constitute a binding CONTRACT between us.

Yours faithfully,

Signature:

Name:

Company's name:

Address:

Dated:

Name of Directors/partners of the Company

(1) (2) (3)

Assam Petrochemicals Limited

Namrup. Assam

Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING TECHNICAL BID OPENING AND PRICE BID OPENING

Ref

Date:

TO,
Assam Petrochemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623

Contact Person: Mr. Atul Ch Barman, GM(Proj)
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email: barman.ac@assampetrochemicals.co.in

Mr. P.Hazarika, Dy.Manager (Civil/Project)

E-mail- prasantahazarika05@gmail.com

Dear Sir,

We.....hereby authorise the following representative(s) to attend the
..... (Un-priced / priced bid) opening against your ENQ. No

APL/Proj/Civil/04/WGGS/2018/

1. Name & Designation.....Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature.....

Name & Designation.....

For & on behalf of.....

NOTE:

- I. This Letter of Authority 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.
- II. Only One representative will be allowed for attending price bid opening.
- III. Bidder's Representative shall carry this letter and submit it to APL / CLIENT at the time of Bid opening.

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PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern

I hereby declare that neither I in the name of my Proprietary concern M/s.....which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Client, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we, M/ssubmitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list declared by Client , except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declared that we have not been placed on any holiday list or black list declared by Client, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular, Client, shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

Place:.....

Signature of the Bidder

Date:

Name of the Signatory

CERTIFICATE AS PER SEC. 184 / 188 OF COMPANIES ACT 2013

(TO SUBMIT WITH UN-PRICED BID)

CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for well Graded Granular Sub-base work of APL to be entered into with ASSAM PETROCHEMICALS LIMITED (APL).

For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE:

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

DATE

Note:

- 1) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 2) The original copy of the certificate duly completed, signed and stamped must be submitted with Priced BID after filling in the value of the proposed CONTRACT.

(TO SUBMIT WITH PRICED BID)

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CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for Rs_____ for the work of Well graded granular sub base work at APL to be entered into with ASSAM PETROCHEMICALS LIMITED (APL) For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE:

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

DATE

Note:

- 1) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 2) The original copy of the certificate duly completed, signed and stamped must be submitted with Priced BID after filling in the value of the proposed CONTRACT.

INTEGRITY PACT

BETWEEN

Assam Petrochemicals Ltd., hereinafter referred to as "The Principal",

AND

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

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 Contractor/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.

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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 / Contractor

(1) The Bidder / Contractor commits 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 / Contractor 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 / Contractor 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 / Contractor will not commit any offence under the IPC / PC Act; further the Bidder / Contractor 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 / Contractor 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 / Contractor 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.

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(1) If the Bidder / Contractor 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 / Contractor 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 / Contractor 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/ Contractors): 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 / Contractor.

(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 Contractor 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 / Contractor 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 / Contractor 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 / Contractor 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 / Contractors / Sub-Contractors

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

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

(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 / Contractors / Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

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(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 Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / 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 Contractor.

(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 / Contractor 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.

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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 Law. 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 Contractor 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.

BIDDER/CONTRACTOR

FOR THE PRINCIPAL

FOR THE

WITNESS 1

WITNESS 2

Place : _____

Date: _____

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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 Contractor 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 contractor 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 Contractor 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 Contractor. In that event the owner shall have the right to use of all the contractor'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 contractor, the contractor shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

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Bidder Name, Sign & Company Seal:

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 Contractor 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 Contractor 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 Contractor. 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 contractor, the contractor shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder Name, Sign & Company Seal:

Assam Petrochemicals Limited
Namrup. Assam
Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

PROFORMA OF LETTER OF AUTHORITY

Ref

Date:

TO,

**The Managing Director
Assam Petro-chemicals Limited,
P.O. Parbatpur, Namrup
Dibrugarh (Assam), Pin-786623**

Dear Sir,

I/We.....hereby authorize the following representative for physical supervision/verification of the work/contract against your Tender No. **APL/Proj/Civil/04/WGGS/2018/** for peripheral road at 500TPD Methanol Plant.

Name :

Designation :

Signature.....

I/We undertake and confirm that I/we shall be bound by all and whatsoever our representative shall commit. I/We shall further undertake, confirms, approves, ratifies, and accepts the all acts done / caused to be done / performed and/or discharged by virtue of this authorization by the authorized person and shall be binding upon us by virtue of this letter of authority.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

NOTE:This Letter of Authority 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.

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SECTION-B PROJECT INFORMATION

1.0 DATA OF ASSAM PETROCHEMICALS LIMITED

1.1 Location

- a) Village : Namrup
- b) Taluka / District : Dibrugarh
- c) State : Assam
- d) Latitude : 27.11° North
- e) Longitude : 95.21° East
- f) Site Elevation : 124 m above MSL

1.2 The Project Site is situated in an Earthquake-prone region

- a) Seismic data : As per IS 1893 - 2002
- b) Zone : Zone-V

1.3 Wind Data - Maximum velocity : 160 kmph

1.4 Ambient Air Temperature : Maximum = 380C : Minimum = 50C : Flow Sheet = 300C

1.5 Wet Bulb Temperature : 280C

1.6 Relative Humidity : Maximum = 95% at 37°C : Flow Sheet = 70% at 20°C

1.7 Rainfall Intensity : Maximum = 50 mm/hour

1.8 Connectivity

- a) Nearest Railway Station : Namrup 8 Kms.
- b) Road : 70 kms from Dibrugarh by National Highway NH-37
- c) Nearest Airport : 65 kms from Dibrugarh Airport

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GENERAL NOTES TO BE READ WITH SCHEDULE OF QUANTITIES AND RATES

- 1.0 The schedule of Quantities and Rates shall be read in conjunction with the specifications, tender drawings and tender documents. All the work shall conform to specifications and the 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 constructed/erected quantities at site.
- 2.0 Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Engineer as shown on the final drawings released for construction. No claim shall be entertained from Contractor if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. Contractor shall ascertain for himself the actual quantities of materials required before bidding.
- 3.0 The quotation submitted by Bidder should be based on the approximate probable quantities of the several items of work which are furnished for Bidder's convenience in the Schedule of Quantities. It must be clearly understood that the Contract is not a lump sum contract and that neither the approximate probable quantities nor the values of the individual items nor the aggregate value of the entire tender will form a part of the Contract and the Owner does not in any way assure or guarantee Bidder that the work would correspond thereto.
- 4.0 The quantities of work actually carried out (as evaluated from construction drawings and or field measurements) against each item will be measured and paid at the rates quoted in the Schedule of Quantities, where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
- 5.0 **Unit prices shall be quoted for all items and they shall be firm.** If unit prices are not quoted against any of the items, it shall be deemed to have been covered in the prices quoted elsewhere. **Rates quoted should be inclusive of all taxes as applicable, transportation and installation charges except GST.** The quantities of work actually carried out (as evaluated from construction drawings and or field measurements) against each item will be measured and paid at the rates quoted in the Schedule of Quantities, where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
- 6.0 Bidder shall be deemed to have allowed in his rates and prices for the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of works, except for those temporary works for which specific items have been provided in Schedule of Quantities. The prices inserted against these specific items of particular temporary works shall be for the provision, maintenance and their final removal. The rates shall also be deemed to include cost of any geo-technical survey works that may be required to be carried out for laying out of all the works involved.

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- 7.0 Rates and prices shall be written in ink and shall be entered both in figures and in words. Where there is a discrepancy between rates quoted in figures and in words, the rates quoted in words 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 prices shall be written only in the Schedule of Quantities and Rates and not given in any other format will be rejected and Bidder will be disqualified.
- 8.0 The rates quoted shall hold good for works above ground level irrespective of elevations including lifts or below ground/grade level inclusive of de-watering where necessary. No extra amount is payable for de-watering under any circumstances. This shall also include the cost of materials utilized for testing.
- 9.0 The rates quoted shall hold good even if the shapes and sizes of members shown on bid drawings are modified while issuing the final drawings stamped 'Released for Construction'. No extra claims shall be entertained in this regard.
- 10.0 Rates quoted by the BIDDER shall be firm for the entire period of construction and is valid even if the contract is split.
- 11.0 All admixtures shall be supplied by the CONTRACTOR and shall be mixed with concrete/grout as directed by ENGINEER.
- 12.0 Tenderer shall quote his rates for all items in Section-C. The OWNER reserves the right to operate/increase or decrease quantities in each item or omit any item included in Section-C2 at his discretion. CONTRACTOR shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.
- 13.0 Rates quoted shall remain firm for a variation of plus (+) or minus (-) 25% of the value of work awarded. In case of variation in qty in excess of estimated qty. the contractor shall inform the OWNER / Owner that the estimated quantity is achieved and seek permission for extra work.
- 14.0 Abbreviations used for the unit of various items are as stated below :
- | | | |
|-------------|---|--------------|
| m^3 /cu.m | = | cubic metre |
| m^2 /sq.m | = | square metre |
- 15.0 The work carried out by the bidder shall be guaranteed for a period of 12 (twelve) months from the date of completion. 10% of the gross final bill value payable to the bidder shall be retained as Security Deposit and shall be released after completion of this guarantee period
- 16.0 Bids will be evaluated based on lowest value satisfying all eligibility criteria. The rates quoted shall be inclusive of all taxes and duties as applicable on the date of submission of bids. No claim of the contractor in form of any taxes will be entertained.
- 17.0 The quoted price shall be deemed to be inclusive of all taxes and duties excluding Goods and service tax (herein after called GST)

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- 18.0 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.
- 19.0 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.
- 20.0 GST payable under reverse charge, if any shall not be paid to the contractor/vendor but will be directly deposited to the Government of India.
- 21.0 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.
- 22.0 TDS under GST, if applicable, shall be made from contractor's/Vendor's bill at applicable as per rules for tax so deducted shall be provided to the contractor/vendor.
- 23.0 No variation on account of taxes and duties, statutory or otherwise, shall be payable by client 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.
- 24.0 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 CENVAT benefit as applicable.
- 25.0 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 CENVAT benefit as applicable.

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Schedule of Rates						
SI No	Description of work	Unit	Quantity	Unit Rate		Amount (Rs)
				In fig (Rs.)	In words	
1	Construction of granular sub-base by providing well graded materials, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacted with smooth wheel roller of 80-100KN static weight capable of achieving the required compaction as per technical specification Clause 401					
	i) for Grading II Material	cum	1867.50			
	ii) for Grading III Material	cum	2801.25			
	In words...	Total Amount =				

NOTES:

Applicable rate of GST to be mentioned by the Bidders

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

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.

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The General Conditions of Contract (GCC) in Section E are supplemented / super ceded (as described) by this Special Conditions of Contract which together comprise the Contract Conditions.
- 1.2 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.3 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the Contract documents before starting the work (s) or making the supply with reference to which the conflict exists.
- 1.4 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 "Engineer- in Charge" shall mean Dy. Manager Civil designated by APL.

- 3.0 It shall be the responsibility of the Contractor to ensure that the materials supplied are procured from proper sources and duties, taxes, royalties or levy by whatever name called is duly paid on those materials. Material shall be free from contamination and shall not violate rules of Environment Conservation Board / Pollution Control Board / Central govt. / State govt. Contractor shall inquire from respective local circle statutory office on execution of its work is fully complying with all statutory requirement.
- 3.1 It shall be the responsibility of the Contractor to follow Rules relating to purchase of Soil and Sand, relevant taxes, royalties and clearances required by respective state govt. Or central govt. As may be in force
- 3.2 Contractor shall Ensure that vehicles entering the factory premises are accompanied by valid Theft Protection (TP) if required
- 3.3 **FORCE MAJEURE**
Neither CONTRACTOR/SUB-CONTRACTOR, nor OWNER shall be considered to be in default of the performance of their contracted obligations under the CONTRACT, so long as such performance is prevented or delayed by force majeure. Force majeure shall be understood to be any cause beyond the reasonable control of the PARTY

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affected such as Acts of god, severe earthquake, typhoon, cyclone (except monsoon), floods, lightning, landslide, fire, explosion, plague, epidemic strike, lockout, sabotage, hostilities(whether war be declared or not) ,civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, trade embargoes, restraining order control, destruction, or requisition by order of any Government or any public authority.

- 3.4 The PARTY claiming the benefit of this clause shall forthwith and within 28(twenty eight) DAYS give notice to the other PARTY specifying the event constituting force majeure and explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR and OWNER shall as soon as possible in consultation determine the length of delay likely to be caused by such event, and on the basis of available evidence agree in writing on a fair and reasonable extension of time for the completion of WORK, if possible, and any other consequences of Force Majeure. The PARTY claiming force majeure shall notify the other PARTY of the date when the event giving rise to force majeure has ceased to exist.
- 3.5 OWNER and CONTRACTOR shall be diligent and use their individual and combined efforts in attempting to prevent, overcome, or avoid the causes of force majeure. The PARTIES upon receipt of notice of force majeure shall confer promptly with each other and mutually agree upon a course of action to remove or alleviate such cases.
- 3.6 If, in spite of the action taken under clause 3.5, the state of force majeure Continues for a period of three (3) months, then the PARTIES shall be entitled to terminate the contract and CONTRACTOR shall be entitled to be paid for all works carried out on or prior to the effective date of force majeure by the OWNER and shall consult each other to decide as to what action should be taken in the circumstances.
- 3.7 In case of unit rate contracts, if a bill of material is furnished in the enquiry document, the BIDDER shall quote unit rates which will hold good for $\pm 25\%$ variation from quantities specified.
- 3.8 The contractor(s) shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- 3.9 The terms of payment shall be as below:
- (a) 90% (Ninety percent) of CONTRACT PRICE as monthly running bills (RA) certified by Owner's Engineer-In-Charge.

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(b) 10% (Ten percent) of CONTRACT PRICE as retention money within a month after completion of 'Guarantee/Defects Liability Period' or within a month after completion of job as per contract against a bank guarantee for the 'Guarantee/Defects Liability'.

(c) Payment will be made on actual quantity of job done within the total value of contract & not on the basis of total value of contract

Note: Progressive / milestone Payment is not applicable

4.0 Maximum of One running account bill shall be admissible against volume of works executed. Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the certified bill by the disbursement section of the owner.

Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.

All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.

4.1 The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge / Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.

4.2 The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor

4.3 Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

4.4 OWNER may direct CONTRACTOR in writing to suspend all or any part of WORK for such period of time as may be determined by OWNER to be necessary or desirable for the convenience of OWNER. On receipt of such notice, CONTRACTOR shall take immediate action to wind up the WORK in such a manner that it will cause least damage to OWNER

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- 4.5 If such suspension delays the progress of WORK and causes additional expense or cost to CONTRACTOR, the increased costs due to such suspension shall be compensated by the OWNER as may be mutually agreed upon by the OWNER and CONTRACTOR in writing. All mobilization & demobilization charges of CONTRACTOR's personnel from site shall be borne by OWNER
- 4.6 OWNER shall advise CONTRACTOR of the period such suspension is likely to cover. CONTRACTOR shall remobilize his personnel and resume WORK as expeditiously as possible on receipt of instruction from OWNER to resume the WORK

5.0 ARBITRATION

APPLICATION TO GENERAL

- 5.1 Unless otherwise specified, in all cases of dispute which cannot be settled by mutual negotiation the matter shall be referred for arbitration and the disputes of differences shall be finally settled and binding on both PARTIES by arbitration to be held by two arbitrators appointed one by OWNER and one by CONTRACTOR chosen freely and without any limitations, out of any sources, including international sources.
- 5.2 Arbitration will follow the Arbitration & Conciliation Act 1996 or the rules of the Indian Council of Arbitration, as may be agreed by the two PARTIES
- 5.3 Before entering upon the arbitration, the two arbitrators shall appoint an umpire.

6.0 BILLING OF WORKS EXECUTED

- 6.1 The Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/Site-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in-Charge shall verify the bills within 7 days of submission of the Bill by the Contractor.

7.0 COMMERCIAL LOADING OF OFFERS

- 7.1 Differential Payment Terms

Liquidated Damages (LD)

In case the job is delayed beyond the stipulated completion period (mentioned in Work order) due to negligence, poor workmanship, deployment of unskilled manpower or any other reason whatsoever on contractor's part, a penalty at the rate of 1% of work order value per week, limited to maximum of 10%, shall be recovered from the contractors bill.

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7.2 Differential Taxes/Duties

- (a) Any Differential in taxes and duties will be cost loaded on case to case basis. However, if a vendor states that taxes / duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes / duties applicable as on date of price evaluation.

7.3 Performance Bank Guarantee (PBG)

The contractor shall, within seven days from the date of issue of Letter of Intent (LOI) or Work order whichever is earlier, deposit an amount equal to 10% of the work value(tendered & accepted value) as **Performance Guarantee** in the form of Demand draft/Banker's cheque or in cash. The sum already deposited by the contractor as Earnest Money shall be treated as part of the performance guarantee money. Upon successful completion of work, the performance guarantee money shall be released to the contractor. The performance guarantee money may also be deposited in the form of an irrevocable bank guarantee bond of any scheduled bank. The bank guarantee shall be valid up to the stipulated date of completion of work. The validity of bank guarantee shall have to be extended further time to time depending upon extension of contract granted.

7.4 Security Deposit (SD):

- (a) The work carried-out by the contractor shall be guaranteed for a period of 12 months (Twelve) from the date of completion. 10% of the gross final bill value payable to the contractor shall be retained as **Security Deposit** and shall be released after completion of this guaranteed period. The security deposit money in the form of a Bank Guarantee bond of any schedule Bank valid till completion of guarantee period shall also be acceptable.

8.0 ROUNDING OFF

- 8.1 All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less then 50 (fifty) paise, the same shall be ignored.

9.0 TAXES AND DUTIES

- 9.1 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 CENVAT benefit as applicable.

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- 9.2 Further, in case of delay in completion of work, due to reasons attributable to contractor, any new or additional taxes, duties or levies imposed after the contractual completion date shall be on contractor's account.
- 9.3 Foreign contractors' bid shall be compared considering Bill selling foreign exchange rate as on the date of priced bid opening, as declared on web site of RBI. Copy of such information shall form part of recommendation.
- 9.4 Notwithstanding the foregoing, OWNER shall not bear any liability in respect of:
- i) Personal taxes on the personnel deployed by the Contractor, his Sub Contractor and Agent etc.
 - ii) The Corporate Taxes in respect of Contractor and his Sub-Contractor and other Agents, Indian or foreign based.
 - iii) Any other taxes I duties/ levies
- 9.5 The CONTRACTOR shall also comply with the provisions of the GCC (General Conditions of Contract)
- 9.6 **INCOME TAX** : Income tax at the prevailing rate shall be deducted from the CONTRACTOR's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the CONTRACTOR. Bidders Shall provide their PAN No, GST registration No. in their un-priced bid.

10.0 COMPLETION DOCUMENTS

- 10.1 Completion document shall contain following:
- Completion Certificate by Engg. In-charge
 - Taking – Over Certificate by Client
 - No Demand Certificate from Contractor
 - No Due Certificate from Contractor
 - Site clearance Certificate
 - Labour Liability Certificate
 - Indemnity Bond on Rs. 100 stamp paper

11.0 COORDINATION WITH OTHER AGENCIES

- 11.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the CONTRACTOR

12.0 MOBILISATION ADVANCE:

- 12.1 No mobilization advance shall be given by APL.

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ATTACHMENT-I

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, 4th Floor
Mahapurush Srimanta Sankardev Path,
Bhangagarh, Guwahati 781005,
India

IN CONSIDERATION OF THE ASSAM PETROCHEMICAL LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapurush Srimanta Sankardev Path, Bhangagarh, 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 up to a sum of Rs _____ (Rupees _____) amounting to 10% (ten percent) of the total order / contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anyway payable by "the Vendor" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anyway payable in respect of the above as specified in any

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notice of demand made by "the Corporation" to the Bank with reference to this Guarantee up to and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Vendor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the

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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 up to 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")

ATTACHMENT-II

PROFORMA FOR CONTRACT

(To be executed on non judicial stamp paper of appropriate value)

This CONTRACT NO _____ entered into this
day of

..... Month of Year between Assam Petrochemicals Ltd, a company registered under companies Act,1956 have its registered office at Orion Place ,G.S. Road, Guwahati (herein referred to as owner/APL) which expression shall include its successors and assignees) on the one part AND M/S _____ hereinafter referred to as "CONTRACTOR" which expression shall include its successors and permitted assignees) on the other part.

WITNESSETH THAT

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

AND WHEREAS CONTRACTOR 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) Letter of Intent (LOI) No _____
- (ii) Terms & Conditions of CONTRACT STATED IN ITB
- (iii) Certificate by the Contractor as per sec. 297/299 of Companies Act. 1956.
- (iv) Price Schedule.
- (v) Time schedule of completion.
- (vi) Scope of work for CONTRACTOR as per CONTRACT.
- (vii) Curriculum vitae of key personnel.
- (viii) A copy of CONTRACT SECURITY DEPOSIT.

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

3) For the purpose of this CONTRACT address of Parties will be as follows and all

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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.

To
Managing Director,
AssamPetrochemicals Ltd.
Regd. Office, 4th Floor,
Orion Place,
Bhangagarh ,G.S. Road,
Guwahati-781005

Attention Shri

CONTRACTOR:

Attention Shri.....

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:

1.

Signed for and on behalf of

Contractor

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

1.

ATTACHMENT-III
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: _____

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ATTACHMENT-IV

NO DEMAND CERTIFICATE

(On contractor letter head)

1. NAME OF WORK : _____
2. NAME OF CONTRACTOR : _____
3. DATE OF AWARD : _____
4. TIME ALLOWED FOR COMPLETION : _____
5. SCHEDULE DATE OF COMPLETION AS PER AGREEMENT : _____
6. ACTUAL DATE OF COMPLETION : _____

CERTIFICATE THAT

1. The recoveries in respect of material issued to the contractor have been made from RA bills. Balance if any is to be recovered from final bill as per the statement enclosed.
2. Recovery on account of Water or Electricity are to be made by OWNER.
3. The contractor has made payment to the labour engaged by him and no complaint has since been received from any of the labour employed by the contractor in the performance of the above work. A certificate from sub-contractor to this effect is enclosed.
4. Work has been completed satisfactorily and is according to the specifications laid down in the contract.
5. None of the heavy equipment were given to the contractor on hire basis and nothing is recoverable on this account or recoveries in respect of hire charges of heavy equipment have been made from RA bill. Balance if any is to be recovered from Final bill as per statement enclosed.
6. Labour hutment has been/has not removed by the sub-contractor and ground rent is to be recovered as per statement enclosed.
7. The work has been completed within the schedule period.

OR

The completion of the work has been delayed by _____ months/days and as such the recovery of liquidated damages to the extent of Rs. _____ (Rupees _____) may be made .

Extension for _____ months/days has been granted by the competent authority vide letter No. _____ dtd. _____.

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8. The requisite obligations as per contract have been fulfilled by the contractor.

ENGINEER-IN-CHARGE _____

RCM / CHIEF PROJECT MANAGER _____

ACCOUNTS _____

DATE _____

ATTACHMENT-V

NO DUE CERTIFICATE

(On Contractors Letterhead)

NAME OF CONTRACTOR: M/S _____

DESCRIPTION OF WORK: _____

WORK ORDER NO. & DATE: _____

ACTUAL DATE OF COMPLETION OF JOB: _____

We certify that we have fully paid and satisfied all claims for the work relating to labors, materials supplied equipment and any other entitlement whatever touching or affecting the contract. We undertake to indemnify and keep indemnified the owner from and against all claims, demands, debts, lines obligations and liabilities whatever arising there from or relating thereto.

SIGNATURE CONTRACTOR

NAME _____

ADDRESS: _____

DATE:

ATTACHMENT-VI
SITE CLEARANCE CERTIFICATE

(On Contractors Letterhead)

NAME OF CLIENT :

NAME OF OWNER :

NAME OF CONTRACTOR :

P.O. NO. AND DATE :

NAME OF WORK :

COMPLETION TIME OF JOB

WE HERE BY CERTIFY THAT ALL YOUR MATERIAL, EQUIPMENTS, SITE OFFICE ETC. HAS BEEN REMOVED FROM THE _____ SITE. WE HAVE CLEARED THE SITE IN ALL RESPECT AND HANDED IT OVER TO OWNER.

SIGNATURE OF CONTRACTOR

NAME:

ADDRESS:

DATE:

ATTACHMENT-VII

LABOUR LIABILITY CERTIFICATE

(on Contractors Letterhead)

NAME OF CLIENT :
NAME OF OWNER :
NAME OF CONTRACTOR :
P.O. NO. AND DATE :
NAME OF WORK :
COMPLETION DATE OF JOB :

WE HERE BY CERTIFY THAT ALL OUR LIABILITIES TOWARDS OUR DEPLOYED LABOUR HAVE BEEN CLEARED BY US AND WE KEEP M/s ASSAM PETROCHEMICAL LTD. & OWNER _____ INDEMNIFIED AGAINST ABOVE LIABILITIES.

SIGNATURE OF CONTRACTOR

NAME:

ADDRESS:

DATE:

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MEASUREMENT AND PAYMENT

Granular Sub-base shall be measured as finished work in position in cubic meter and payment shall be made accordingly.

Lead, Lift and Transportation

Unless separately provided for, all lead, lift and transportation required for bringing in the fill material from borrow areas or from excavation from within the site shall be included in the Contractor's quoted unit rates.

ACCESS ROAD

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

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GENERAL CONDITIONS OF CONTRACT

1.0 SCOPE OF CONTRACT

The specifications of the CONTRACT and the accompanying drawings are intended to describe and provide for a finished piece of work. These are intended to be complimentary and what is required by either shall be as if required by all. It is to be understood and agreed by the CONTRACTOR, that the work described shall be complete in every detail, even though every item necessarily involved is not particularly mentioned. The CONTRACTOR shall be required to provide all labour, materials and equipment necessary for the entire completion of the work described and shall not avail himself of any manifesting unintentional error, omission or inconsistency that may exist. The CONTRACTOR shall carry out and complete the work in every respect in accordance with the CONTRACT and in accordance with the directions and to the satisfaction of the PURCHASER/OWNER and the manufacturers' representatives, where their services have been provided by the PURCHASER

1.1 PURCHASER'S INSTRUCTIONS

The PURCHASER/OWNER may, in his absolute discretion, from time to time, issue further drawings and/or written instructions, details, directions and explanations, which are collectively referred to as 'PURCHASER's INSTRUCTIONS', in regard to:

1.1.1 Any additional drawings and explanations to exhibit or illustrate details.

1.1.2 The variation or modification of the design, quality or quantity of work or the additions or omission or substitution of any work. Any variation, modification of additions/omission of work has to be mutually agreed.

1.1.3 Any discrepancy in the drawings or between the schedule of quantities and/or specifications.

1.1.4 The removal from the site of any materials brought thereon by the CONTRACTOR and the substitution of any other materials thereof.

1.1.5 The removal and/or re-execution of any work executed by the CONTRACTOR, which in the opinion of the PURCHASER/OWNER is not in conformity with the specification.

1.1.6 The dismissal from the work of any persons employed thereupon with justifiable reasons.

1.1.7 The opening up for inspection of any work covered up.

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1.2 COMPLIANCE WITH THE PURCHASER'S INSTRUCTIONS

1.2.1 The CONTRACTOR shall comply with and duly execute any work covered in such 'PURCHASER's INSTRUCTIONS' provided always that the verbal instructions, directions and explanations given to the CONTRACTOR or his foreman upon the work by the PURCHASER/OWNER shall, if involving a variation, be confirmed in writing by the PURCHASER/OWNER within seven days.

1.2.2 If compliance with the 'PURCHASER's INSTRUCTIONS' as aforesaid involves work and scope beyond that contemplated by the CONTRACT, unless the same were issued owing to some breach of the CONTRACT by the CONTRACTOR, the PURCHASER shall pay to the CONTRACTOR the price of the said work as an extra to be valued as hereinafter provided. The PURCHASER will also grant extension in delivery/completion period to the extent required by such compliance.

1.2.3 If the CONTRACTOR after receipt of written notice from the PURCHASER/CONSULTANT requiring compliance, with such further drawings and/or the 'PURCHASER's INSTRUCTIONS' fails to comply with the same within seven days, the PURCHASER may employ and pay other agencies to execute any such work whatsoever, as may be necessary to give effect thereto, and all costs incurred in connections therewith shall be recoverable from the CONTRACTOR by the PURCHASER on a certificate by the OWNER as a debt or may be deducted by the PURCHASER from any money that may become due to the CONTRACTOR. The CONTRACTOR, however, will not be held responsible for the quality or warranty of such work executed under the PURCHASER's agency.

2.0 RIGHTS OF PURCHASER/OWNER

2.1 RIGHT TO ILLUSTRATE AND EXPLAIN PLANS

2.1.1 The various parts of the CONTRACT are intended to be complementary to each other but should any discrepancy appear or any misunderstanding arise as to the import of anything contained therein, the explanation of the PURCHASER/OWNER shall be final and binding.

2.1.2 The correction of any errors or omissions of the drawings and specifications may be made by the PURCHASER/OWNER, when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the drawings and specifications as a whole.

2.1.3 When in the specifications or on the drawings which are a part of the CONTRACT or which may be furnished to the CONTRACTOR for directing the work, the terms and descriptions of various qualities of workmanship, material, structures, processes, plant or other features of the CONTRACT are described in general terms, the meaning or fulfillment

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of which must depend upon individual judgment, then in all such cases the question of fulfillment of such specifications or requirements shall be decided by the PURCHASER/OWNER and said material shall be furnished, said work shall be carried out and said structure, process, plant or feature shall be constructed, furnished or carried on in full and complete accordance with his interpretation of the same and to his full satisfaction and approval, provided such interpretation is not in direct conflict with the drawings and specifications and generally accepted good practice.

2.1.4 Details shown either on the drawings or in the specifications shall be done and furnished as if shown in both except where expressly excepted either on the drawings or in the specifications. Figured dimensions shall in all cases be taken in preference to scale measurements, and detailed drawings consistent with general drawings in preference to the general drawings of the same part of the work.

2.1.5 The PURCHASER/OWNER may, from time to time, prepare for his own use estimates of quantities or bills of materials required for the work. Copies of such estimates or bills of materials which may be given to the CONTRACTOR for his convenience, or any lists, weights or quantities of materials or structures which may appear on the drawings shall not be considered as finally correct, sufficiently complete, or accurately covering any portion or all of the work to be done under the CONTRACT. Such bills or estimates may be carefully assembled and prepared but their accuracy is not guaranteed. These may not be accurate as to any particular detail and are given as the best information available at the time of issue of the information. It is understood that any such lists or estimates are furnished to the CONTRACTOR for his convenience only and not as lists or estimates of work to be carried out and many necessary items of work might have been omitted.

2.1.6 Additional drawings and explanations to exhibit or illustrate details may be provided by the PURCHASER/OWNER whenever necessary and if so provided, and if consistent with the drawings and specifications, it shall be binding upon the CONTRACTOR to take cognisance of the same. The written decision of the PURCHASER/OWNER as to the true construction and meaning of the drawings and specification and of such additional drawings and explanations shall be binding upon the CONTRACTOR.

2.2 RIGHT TO DIRECT WORK

2.2.1 The PURCHASER/OWNER shall have the right to direct the manner in which all work under the CONTRACT shall be conducted, in so far as it may be necessary to secure the safe and proper progress and the specified quality of the work, and all work shall be carried out and all material shall be furnished to the satisfaction and approval of the PURCHASER/OWNER

2.2.2 Whenever, in the opinion of the PURCHASER/OWNER, the CONTRACTOR has made marked departures from the schedule of completion laid down in the CONTRACT when untoward circumstances force a departure from the said schedule, the PURCHASER/OWNER, in order to assure the compliance with the schedule and the

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provisions of the CONTRACT, shall direct the order, pace and method of conducting the work, which shall be adhered to by the CONTRACTOR.

2.2.3 If, in the judgment of the PURCHASER/OWNER, it becomes necessary at any time to accelerate the overall plant erection work, the CONTRACTOR, when ordered and directed by the PURCHASER/OWNER, shall cease work at any particular point and transfer his men to such other point or points, and execute such portion of his work, as may be required, to enable others to hasten and properly engage and carry out their work, all as directed by the PURCHASER/OWNER. If such directions of the PURCHASER are likely to cause any disturbance and consequent delay in completion on the rest of the work, the CONTRACTOR will bring it to the notice of the PURCHASER/ OWNER promptly for consideration of suitable extension

2.2.4 Night work will be permitted only with prior approval of the PURCHASER/OWNER. The PURCHASER/OWNER may also direct the CONTRACTOR to operate extra shifts over and above normal day shift to ensure completion of the CONTRACT on schedule if in his opinion, such work is required.

2.3 RIGHT TO ORDER MODIFICATIONS OF METHODS AND EQUIPMENT If at any time the CONTRACTOR's methods, materials or equipment appear to the PURCHASER/OWNER to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the CONTRACTOR to ensure their safety and increase their efficiency and adequacy, and the CONTRACTOR shall promptly comply with such orders. If at any time the CONTRACTOR's working force and equipment are in the opinion of the PURCHASER/OWNER, inadequate for securing the necessary progress, as herein stipulated, the CONTRACTOR shall, if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the PURCHASER/OWNER shall not relieve the CONTRACTOR of his obligations to secure the quality, the safe conducting of the work and the rate of progress required under the CONTRACT. The CONTRACTOR alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials working force and equipment, irrespective of whether or not he makes any change as a result of any order or orders received from the PURCHASER/OWNER.

3.0 CHANGES IN THE WORK

3.1 If it becomes necessary or desirable to modify the CONTRACT and the specifications therein contained and the drawings, in a manner not materially affecting the substance thereof, or to make changes by altering, adding to or deducting from the work, or to add co-related work not now covered by the CONTRACT to the work to be done under the CONTRACT, the PURCHASER/OWNER may, without invalidating the CONTRACT, direct that changes shall be made accordingly. In cases where such changes increase the cost of the work and payment therefore, is not covered by the prices bid for the various items, the

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CONTRACTOR shall be reimbursed for such changes under a supplementary CONTRACT. In case such changes shall diminish the cost of the work proper, deduction towards such reduction in cost shall be made from the CONTRACT PRICE.

3.2 However, if any suggested changes would, in the opinion of the CONTRACTOR, prevent him from fulfilling any of his obligations or guarantees under the CONTRACT, he shall notify the PURCHASER/OWNER thereof in writing, and the PURCHASER/OWNER shall decide forthwith whether or not the same shall be carried out, and if the PURCHASER/OWNER confirms his instructions, the CONTRACTOR's obligations and guarantees shall be modified to such an extent as may be mutually agreed.

3.3 In any case in which the CONTRACTOR has received instructions from the PURCHASER/OWNER as to carrying out the changes which, either then or later will, in the opinion of the CONTRACTOR, involve a claim for additional payment for extra work or for extra materials the CONTRACTOR shall, as soon as reasonably possible after receipt of such instructions, advise the PURCHASER/OWNER to that effect. But the PURCHASER/OWNER shall not be liable for payment of any charge in respect of any such changes, unless instructions for making the same shall have been given in writing by the PURCHASER/OWNER after receipt of such advice from the CONTRACTOR

3.4 The CONTRACTOR, when requested in writing by the PURCHASER/ OWNER, shall perform extra work and furnish extra material not covered by the specification but forming an inseparable part of the work contracted for and shall be paid extra for all such work at rates and terms mutually agreed upon.

3.5 Extra items, if any, shall be paid on the basis of mutual negotiation for which purpose, the CONTRACTOR will produce, if so desired by the PURCHASER/ OWNER, the evidence of extra cost incurred by him on materials and labour.

3.6 Except for minor modifications in the work not involving extra cost and not inconsistent with the purposes of the work, and except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the PURCHASER authorizing the extra work or change and no claim for any addition to the CONTRACT amount shall be valid unless so ordered. The written authorization for extra work shall be in the form of 'Modification Permit'. All such modifications shall be executed under the provisions and conditions of the original CONTRACT.

3.7 The value of any such additional work and rates of items not included in the Schedule of Quantities shall be settled by mutual negotiation.

4.0 CONTRACTOR'S FUNCTIONS

4.1 GENERAL

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4.1.1 The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the CONTRACTOR finds any discrepancy therein, he shall immediately and in writing refer the same to the PURCHASER/OWNER whose decision shall be final and binding.

4.1.2 The CONTRACTOR shall, as far as possible, use locally available resources namely material, equipment and apparatus, sub-contractors and workmen, as long as it will not result in additional expense or delay to the PURCHASER, and without affecting the quality of work.

4.1.3 It is not expected that the work under the CONTRACT will be sub-contracted. However, in case the CONTRACTOR desires to sub-contract a part of the work, in the interest of the project, he shall request in writing to the PURCHASER/ OWNER his approval for the same, giving full and complete details regarding the proposed sub-contractor, his experience and the terms of subcontract. Approval from the PURCHASER/OWNER for sub-contracting part of the work shall not relieve the CONTRACTOR from any of his obligations and responsibilities under the CONTRACT.

4.1.4 The CONTRACTOR shall proceed with the work to be performed under the CONTRACT and each part and detail thereof, in the best and most workmanlike manner by engaging qualified, careful and efficient workers, and do the several parts thereof at such time and in such order as the PURCHASER/ OWNER may direct, and finish such work in strict conformance with the plans, drawings and/or specifications, and any changes, modifications or amplifications thereof made by the PURCHASER/OWNER

4.1.5 If any work is done at a place other than the site of the works, the CONTRACTOR shall obtain the written permission of the PURCHASER/ OWNER for doing so. PURCHASER after erection and/or commissioning. Any and all the material/equipment covered under the scope of this CONTRACT, received at site after the CONTRACTOR arrives at site, unless otherwise specified in the Section 'C' of the enquiry document, shall be unpacked inspected, checked against invoices by the CONTRACTOR. He shall furnish shortages and damages report to the PURCHASER/OWNER within a week of receipt of material and assist the PURCHASER in lodging claims with the insurance companies. In case the PURCHASER incurs a loss due to the delay in lodging insurance claims, which are attributable to the CONTRACTOR, all such losses shall be deducted from the CONTRACTOR's bills. The CONTRACTOR shall repack material/ equipment as required and store the same in an orderly manner.

4.2 SETTING OUT WORKS LINES AND GRADES

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4.2.1 The CONTRACTOR shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the CONTRACTOR shall, at his own expense, rectify such error, if called upon to do so, to the satisfaction of the PURCHASER/OWNER and equipment suppliers' supervisors.

4.2.2 Where the PURCHASER/OWNER has already established the base lines and bench marks adjacent to the various sections of work the same must be carefully preserved by the CONTRACTOR and in case of their unnecessary destruction by him or any of his employees, these will be re-established by the PURCHASER/OWNER at the CONTRACTOR's expenses.

4.2.3 The CONTRACTOR shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions in the drawings.

4.3 SCHEDULE

4.3.1 The BIDDER shall include in his proposal a preliminary schedule. Upon award of the CONTRACT and before commencement of the work, the CONTRACTOR shall prepare a detailed and comprehensive schedule, for review and approval by the PURCHASER/OWNER and equipment supplier's supervisors. This approved schedule shall form the basis of all the works to be performed by the CONTRACTOR.

4.3.2 The work so far as it is carried out on the PURCHASER's premises shall be carried out at such time as the PURCHASER may approve consistent with the construction schedule and so as not to interfere unnecessarily with the conduct of the PURCHASER's business and the PURCHASER will give the CONTRACTOR all reasonable facilities for carrying out the work.

4.3.3 In respect of observations of local rules, administrative orders, working hours and the like, the CONTRACTOR and his personnel shall co-operate with the PURCHASER/OWNER.

4.4 PROTECTION TO PLANT

4.4.1 The PURCHASER shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any construction tools and equipment used by the CONTRACTOR or any of his subcontractors, even though such construction tools and equipment may be furnished, rented or loaned to the CONTRACTOR or any of his sub-contractors. The acceptance and/or use of any such construction tools and equipment by the CONTRACTOR or his sub-contractors shall be construed to mean that the CONTRACTOR accepts all responsibility for and agrees to

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indemnify and save harmless the PURCHASER from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

4.4.2 The CONTRACTOR and his SUB-CONTRACTORS shall be responsible during work for protection of the work, which has been completed by other contractors. Necessary care shall be taken to see that no damage to the same is caused by his own men during the course of execution of their work.

4.4.3 The CONTRACTOR shall provide the necessary temporary roadways, footways, guards as may be rendered necessary by reason of his work, for the protection and accommodation of foot passengers or other traffic of the PURCHASER or occupier of adjacent property and of public. The CONTRACTOR shall at all times provide sufficient temporary barriers, notice boards and lights to protect and warn the public and post necessary watchman to guard the site and equipment. The CONTRACTOR shall take all precautions necessary and shall be responsible for the safety of the work to be performed by him. The CONTRACTOR shall also observe and display 'Safety First' signs and shall have proper safety and fire protection equipment.

4.5 CLEAN UP OF WORK SITE

4.5.1 The CONTRACTOR shall not store or place the equipment, materials or erection equipment on the drive ways and streets and shall take care that his work in no way restricts or impedes traffic or passage of men and material

4.6 GUARANTEE

Twelve calendar months from the date of completion of the CONTRACT, unless otherwise agreed in writing by the PURCHASER/OWNER, will be deemed to be the 'Guarantee/Defects Liability Period'. The works shall not be considered as completed until the PURCHASER/OWNER has certified in writing that these have been virtually completed and the 'Guarantee/Defects Liability Period' shall commence from the date of such certificate. In case any defects in the work due to bad materials, and/or bad workmanship develop in the work before the expiry of the period, the CONTRACTOR, on notification by the PURCHASER, shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. The retention amount will be returned to the CONTRACTOR only after the expiry of this 'Guarantee/Defects Liability Period'. In case even on due notification by the PURCHASER, the CONTRACTOR fails to rectify or remedy the defects, the PURCHASER shall have the right to get this done by the other agents and recover the cost incurred by deductions from the retention amount due to the CONTRACTOR, in case this cost is within the value of the retention amount, and if not, the CONTRACTOR shall be liable to pay to the PURCHASER the balance amount.

4.7 SITE FACILITIES

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4.7.1 OFFICES, TOOL ROOM AND STORES ETC.

Site office, rest rooms, lavatory facilities, laboratory etc. shall be installed by the CONTRACTOR at his own cost.

4.8 DELAY AND EXTENSION OF TIME

If in the opinion of the PURCHASER/OWNER, the work be delayed (a) by force majeure or (b) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring owners or public authorities or (c) by the works or delays of other Constructors or Tradesman engaged by the PURCHASER or (d) by reason of 'PURCHASER's INSTRUCTIONS' as per para 1.1 or (e) in consequence of the CONTRACTOR not having received in due time necessary instructions form the PURCHASER/OWNER for which he shall have specifically applied in writing, or (f) by reason of nonpayment of running bills within a reasonable period after issue of the certificate by the PURCHASER/OWNER, the

4.9 WITHHOLDING PAYMENT

4.9.1 The PURCHASER may withhold part or whole of any payment claimed by the CONTRACTOR, which in opinion of the PURCHASER, is necessary to protect himself from loss on account of

- (a) Defective work not remedied or guarantees not met
- (b) Claims filed against the CONTRACTOR
- (c) Failure by the CONTRACTOR to make due payment for materials supplied or labour employed by him
- (d) Damage to other contractors', the PURCHASER's or others' property
- (e) Failure to meet the mutually agreed schedules

4.9.2 When the grounds for withholding payments are removed, payments of the amount due to the CONTRACTOR shall be made by the PURCHASER without delay.

5.0 TERMINATION OF CONTRACT BY OWNER

5.1.1 Prior to OWNER invoking any of its rights under clause (b) and (c) below, the PARTIES shall meet and discuss any outstanding of the other PARTY's position. All efforts

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shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.

5.1.2 OWNER may by written notice to CONTRACTOR, terminate CONTRACT whenever OWNER deems such termination to be in its best interests. Upon such termination the provision of clauses (d) and (g) below shall be applicable.

5.1.3 In CONTRACTOR shall neglect to execute WORK with due diligence or expedition, or shall refuse or neglect to comply with any reasonable order given to it in writing by OWNER in connection with WORK, or shall contravene any of the provisions of the CONTRACT, OWNER may give notice in writing to CONTRACTOR calling upon it to make good the failure, neglect or contravention complained of, within a period of 15 (fifteen) DAYS. In CONTRACTORS default of compliance with any such notice, OWNER may without prejudice to its rights rescind or terminate CONTRACT.

5.1.4 Upon notice of termination by OWNER pursuant to clause (b) OWNER may require CONTRACTOR to :

1) Terminate all work

2) Deliver to OWNER , Plans, specifications, and drawings produced, prepared, or acquired for WORK.

5.1.5 On termination by OWNER under clause (c) above OWNER may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or company to execute the same and provide materials, tools, tackles, or labour for the purpose of completing WORK. OWNER has the right to make use of the amount withheld towards the cost of such WORK by giving notice in writing of its intention of doing so to CONTRACTOR.

5.1.6 In case of termination under clause (b) above, OWNER shall elect to carry out by itself or by any other person WORK necessary to complete WORK by using CONTRACTORS design and engineering.

5.1.7 Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

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6.0 RESOLUTION OF DISPUTES AND ARBITRATION

6.1.1 In the event of any dispute or difference at any time arising between the parties relating to the WORK ORDER/CONTRACT, meaning or effect of any para or any content of

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the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to the WORK ORDER/CONTRACT or otherwise in relation to the terms, whether during the continuance of the WORK ORDER/CONTRACT or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

6.1.2 If however such negotiations are in fructuous, the disputes shall be resolved by arbitration of two Arbitrators, one to be appointed by each party to the dispute and to a third Arbitrator to be appointed by the two Arbitrators in writing before taking upon themselves the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under The Indian Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof, and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be mutually agreed.

6.1.3 Any reference to arbitration shall not relieve either party from the due performance of its obligations under the WORK ORDER/CONTRACT. However, if the nature of disputed matter under arbitration so necessitates, either party may suspend further performance till the arbitration award is available. The period of non-performance under these circumstances shall be added to the contracted period of completion, without payment of compensation for such delay.

7.0 SAFETY CONDITIONS FOR UNDERTAKING SITE WORK

7.1.1 The CONTRACTOR shall take all necessary precautions not only for safe working of his own workmen but also deploy all precautions to ensure safety of structures, equipment and workmen of other agencies in and around his work site.

7.1.2 The CONTRACTOR shall ensure that his workmen do not trespass into prohibited areas.

7.1.3 The PURCHASER/OWNER shall have the right to inspect at any time, all items of machinery or equipment brought to site by the CONTRACTOR, his agents or workmen and to prohibit the use on the site of any item, which in the opinion of the PURCHASER / OWNER is or may be detrimental to the safety of the site. The exercise of such right or the omission to exercise it in any particular case shall not absolve the CONTRACTOR or his agents or workmen of their responsibility of adhering to the safe working practices.

8.0 SECURITY

8.1.1 Where required under the contract, security personnel shall do all that is reasonably practicable to ensure the safety of employees and property of the company in the face of accidents by fighting fires and containing losses due to pilferage, theft, vandalism and industrial espionage both by employees and external elements. Security personnel shall be

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appropriately competent and receive adequate safety training. Security personnel shall routinely report on a standardized basis on aspects such as violation of fire-protection rules, use of alcohol and narcotic drugs, condition of security fencing, floodlighting and storages etc.

8.1.2 Where the project is located where a number of other companies are in operation, the CONTRACTOR shall plan for mutual assistance programmes in cases of emergencies, as are practiced in the area in conjunction with the PURCHASER.

8.1.3 Where common boundaries exist between companies, the CONTRACTOR in conjunction with the PURCHASER shall co-ordinate security control over factors common: such as floodlights, fencing, pipelines containing gas, fuel and electricity

9.0 PREMISES AND HOUSE-KEEPING

9.1.1 ORDERLY WORK-PLACE

The CONTRACTOR shall maintain a well-managed safe working place in sound clean condition. The CONTRACTOR shall ensure that there is a place for everything and everything in its place so that optimum use is made of valuable floor space with commensurate cleanliness and reduced handling time. He shall ensure that his entire infrastructure including temporary and semi-temporary buildings are kept clean and good repair.

10.0 STACKING AND STORAGE PRACTICE

10.1.1 The CONTRACTOR shall maintain the premises and surrounding areas in clean and clear manner with safe access and egress. There shall be sufficient and adequate storage racks, shelving, bins and pallets and material handling equipment to stack his construction materials such as pipes structural and construction enabling materials. Unwanted materials shall be promptly moved away for efficient material movement.

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DETAILED SITE PROGRESS REPORT

SL. No.	Area	Activity	Unit	Quantity	Progress for the month		Cum progress till date	Target for the next month	Constraint s if any	Reason for delay/Remarks
					Scheduled	Achieved				

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SCHEDULE OF EQUIPMENT AND MACHINERY

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

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

The BIDDER hereby confirms that the quantity and type of equipment and erection 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 erection 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

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SCHEDULE OF RATES FOR LABOUR

The BIDDER shall indicate below the all-inclusive prices of labour assumed for the purpose of this CONTRACT.

SI. No	SUPPLY OF LABOUR	NORMAL TIME RATE FOR 8 HRS Rs. PER DAY	OVER TIME RATE Rs. PER HOUR
1	Unskilled Labour - Male		
2	Unskilled Labour - Female		
3	Skilled Labour - Male		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

The PURCHASER shall have the right to ask the CONTRACTOR to supply labour for any work at the rates quoted above.

COMPANY SEAL

Signature

Name

Designation

Company

Date

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SCHEDULE OF BIDDER'S EXPERIENCE

The BIDDER shall indicate below a list of similar jobs executed by him, to whom a reference may be made by the PURCHASER.

Sl. no	NAME, ADDRESS TEL. NO. FAX NO. E-MAIL ID OF CLIENT AND PROJECT NAME	PURCHASER ORDER/ CONTRACT NO. DATE	BRIEF DETAILS OF EQUIPMENT SYSTEM SUPPLIED	SCOPE OF SERVICES (SEE LEGEND)	CONTRACT PRICE IN Rs.	SCHEDULED DATE OF COMPLETION	ACTUAL DATE OF COMPLETION	REASON FOR DELAY IN COMPLETION, IF APPLICABLE	REMARKS

LEGEND: E - ERECTION, S - SUPPLY, SUP - SUPERVISION OF ERECTION, TC - TESTING AND COMMISSIONING

COMPANY SEAL

Signature

Name

Designation

Company

Date

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SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

Bidder Name: M/s.

ENQUIRY No- **APL/Proj/Civil/04/WGGS/2018/**

Bidder's Offer Ref. No. :

Tel No. _____ Fax no _____

Email:

Contact Person: _____ Mobile No.

1. Duly signed & stamped copies of this "PATC", with all the clauses duly confirmed/ precisely replied to by the Contractor, shall be enclosed with each and every set of Contractor's un-priced quotation.

2. All the commercial terms and conditions shall be indicated by Contractor in this format only and nowhere else in his quotation. However, in case the space for Contractor's reply is not sufficient against a particular question, the Contractor shall furnish same by way of separate annexure attached to this "PATC", indicating cross-reference of respective clauses.

Failure on the part of Contractor in not returning this duly filled-up "PATC" with all the sets of un-priced quotation and/or submitting incomplete replies may lead to rejection of Contractor's quotation".

SL. No	Description of the Terms & conditions		Contractor's offer
1	Contract Terms	Contract shall be awarded to sole bidder on Overall Lowest basis for entire scope of ENQUIRY	<i>Confirmed</i>
2	Security Deposit	Contractor shall submit Security deposit of amount and duration as per SCC / GCC	<i>Confirmed</i>
3	Liquidated Damages	Liquidated Damages shall be applicable as per SCC / GCC. Please confirm your acceptance.	<i>Confirmed</i>
4		NOTE: <ul style="list-style-type: none"> • In case of Rate Contracts, the Liquidated damages, accepted above, will be levied on the total value of our respective indents. • In case any deviation is taken by you, from our standard LD Clause, while evaluating your offer, your offer will be loaded to the extent of your non-acceptance to our LD Clause. 	

Bidder Name, Sign & Company Seal:

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SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions	Contractor's offer
5	Works will be eligible for CENVAT Credit and Bidder shall furnish all documents as required to avail the same. Confirm compliance.	<i>Confirmed</i>
6	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery period shall be to BIDDER'S account whereas any corresponding decrease shall be passed on to the Owner. Confirm Compliance	<i>Confirmed</i>
7	Payment Terms As per SCC / GCC (whichever applicable). Confirm compliance.	<i>Confirmed</i>
8	In case of any deviations, from our standard payment terms (such as Documents through bank, by Demand Draft, etc), all bank charges will be to your account. Please confirm your acceptance	<i>Confirmed</i>
9	In case of delayed delivery, invoices shall be submitted after deducting price reduction towards delayed delivery as mentioned in SCC / GCC. Confirm Compliance.	<i>Confirmed</i>
10	Completion Period Please confirm completion period as per Section A – Scope of Enquiry Document	<i>Confirmed</i>
11	NOTE: (1) The completion period will be reckoned from the date of our LOI / Purchase Order / date of Contract as mentioned in Section A / C (2) In case of Rate Contracts, the delivery period will be reckoned from the date of our each Indent.	
12	Guarantee Shall be as per SCC / GCC. Please confirm your acceptance	<i>Confirmed</i>
13	Validity of your offer Please confirm that your offer is valid, for acceptance, for a period as mentioned in Bid document.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal:

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SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions		Contractor's offer
14	Firmness of prices	Quoted prices shall remain firm and fixed till complete execution of the order. Confirm Compliance.	<i>Confirmed</i>
15	Arbitration Clause	Please confirm your acceptance to our Arbitration Clause as per SCC / GCC.	<i>Confirmed</i>
16	Termination Clause	Please confirm your acceptance to our Cancellation clause as per SCC / GCC.	<i>Confirmed</i>
17	NSIC Unit	Please confirm your registration with NSIC, for any / all items of this Price Enquiry.	<i>Confirmed</i>
18		In case you are registered with NSIC, please confirm that you have not succeeded in securing orders for the same item, in competition (i.e. without price preference) with the large scale units, during the preceding 12 months.	<i>Confirmed</i>
19		If registered, please enclose a copy of the valid NSIC registration certificate, applicable for the items offered by you. Price preference shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules & regulations, as applicable.	
20	PBG	Please confirm that PBG will be submitted by you as per SCC / GCC in OWNER's prescribed format.	<i>Confirmed</i>
21	Inspection	Shall be as per SCC / GCC	<i>Confirmed</i>
22	Acceptance to Other	Acceptance to General Conditions of Contract (GCC). Confirm Compliance.	<i>Confirmed</i>
23	Terms and Conditions	Acceptance to Special Conditions of Contract (SCC). Confirm Compliance.	<i>Confirmed</i>
24		Confirm acceptance to Technical Specifications / Notes, etc., as per ENQUIRY without any deviation.	<i>Confirmed</i>

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SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions	Contractor's offer
25	Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director.	<i>Confirmed</i>
26	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs or other private firms. If you have been banned, then this fact must be clearly stated. This does not necessarily because for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	<i>Confirmed</i>
27	Deviations to Terms & Conditions shall lead to loading of prices as per special conditions of contract (SCC) / ITB or rejection of offer. Please confirm.	<i>Confirmed</i>
28	Any claim arising out of order shall be sent to Owner within 3 months from the date of last dispatch. In case the claim is received after 3 months, the same shall not be entertained by Owner. Confirm Compliance.	<i>Confirmed</i>
29	Terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail. Confirm compliance.	<i>Confirmed</i>

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SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions	Contractor's offer
30	Contractor to quote as per the requirements and terms and conditions of the ENQUIRY Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Contractor shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Contractor offer unless any amendment to ENQUIRY Document is issued by OWNER. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Contractor are not accepted by OWNER and are required to be withdrawn by Contractor in favour of meeting the requirements and complying to the terms and conditions of the ENQUIRY Document. Any unsolicited proposed price change by the Contractor is likely to render the Contractor offer liable for rejection. Confirm compliance.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal:

Assam Petrochemicals Limited
Namrup. Assam
Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

Ref: APL/Proj/Civil/04/WGGS/2018/406/112

Dated: 17-03-2018

NOTICE INVITING TENDER

Assam Petro-Chemicals Ltd, Namrup, a Govt. of Assam Undertaking invites item rate tender under two bid system from reputed contractor having experience in Civil works specially in Road works for the following works:

Sl. No.	NIT No.	Name of Work	Estimated cost (Rs.)	Earnest Money (Rs.)
1	APL/Proj/Civil/04/WGGS/2018/	Well Graded Granular Sub-base work for peripheral road of 500 TPD Methanol plant Assam Petro-Chemicals Ltd., Namrup		125500/-

Detail particulars / Tender documents will be available at web site <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in. For any subsequent addendum/corrigendum etc. please visit the above mentioned web sites

Sd/- MANAGING DIRECTOR

Assam Petrochemicals Limited
Namrup. Assam
 Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

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

 SEAL OF TENDERER

 SIGNATURE OF TENDERER

Note: 1. Append separate sheet, if necessary.

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

Assam Petrochemicals Limited
Namrup. Assam
Enquiry Document No APL/Proj/Civil/04/WGGS/2018/406

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. Append separate sheet, if necessary.

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