

DATE: 30.03.2022

ASSAM PETRO-CHEMICALS LIMITED NAMRUP

Tender Document

For "IBR PIPE WELDING & STRUCTURAL FABRICATION WORKS

FOR

EXISTING 100TPD METHANOL PLANT & 125TPD FORMALIN-II PLANT OF M/S. APL UNDER ANNUAL MAINTENANCE CONTRACT (AMC)"

Tender No. APL/C&P/Mech/2021-22/025

NDER NO : APL/C&P/Mech/2021-22/025 DATE : 30.03.2022

ASSAM PETRO-CHEMICALS LIMITED

Contracts & Purchase Department P.O. Parbatpur, Namrup – 786623 (Assam)

Ref.No. APL/C&P/Mech/2021-22/025

NOTICE INVITING TENDER

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

Name of Work	Estimated Cost	Earnest Money	Cost of Tender Document incl. GST
IBR Pipe Welding & Structural Fabrication Works under Annual Maintenance Contract (AMC)	Rs. 2,85,000/-	Rs 5700/-	Nil

BID DOCUMENT ISSUE PERIOD	From 11.00 Hrs on dt. 31.03.2022 up to 15.00 Hrs on dt. 11.04.2022				
LAST DATE OF BID SUBMISSION	Up to 15.00 Hrs on dt. 11.04.2022				
BID OPENING DATE	At 11.00 Hrs on dt. 12/04/2022				
BID SUBMISSION	In e-tendering portal https://assamtenders.gov.in/nicgep/app				
AVAILABILITY OF TENDER DOCUMENTS	https://assamtenders.gov.in/nicgep/app www.assampetrochemicals.co.in				

Sd/-Dy General Manager (C&P)

Dated: 30/03/2022



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.

DATE: 30.03.2022

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.

2. CONTRACTORS SCOPE OF WORK:

The Contractor's scope of work for this contract, described in various sections, specifications, annexure, Schedules of Rates & Quantities etc. shall comprise of the following jobs-

- 1. The Contractor should have Valid Certificate of Recognition as Boiler Repairer from Inspectorate of Boilers, Govt. of Assam.
- 2. Supply of all skilled & unskilled manpower, machineries & equipments, tools & tackles and all consumables required to execute the plant related jobs will be in your scope of work.
- 3. During the execution of any plant related jobs, you shall have to implement the best engineering practice to maintain a good quality of workmanship for the entire allotted jobs.
- 4. The AMC will be valid for 1 (one) year from the date of issue of this work order and the item rates should remain firm during the contract period.
- 5. You shall be intimated 2 / 3 days in advance for mobilization of your machineries & equipments, tools & tackles, manpowers for execution of allotted jobs as & when required on urgent basis.
- 6. The entire allotted job related to plant should be executed under strict inspection, supervision and to the satisfaction of M/s. APL.
- 7. **CONTRACTOR'S SCOPE OF SUPPLY-** The Contractor shall supply all materials required for completing the work as per drawings and specifications except for the materials specifically

enlisted under Owner's scope of supply. In addition to these, contractor's scope of supply shall include (but not limited to) the following,

DATE: 30.03.2022

Supply of all skilled & unskilled manpowers, machineries, and transportation equipments, i. tools & tackles and all consumables required to execute the job will be in your scope of work.

- Welding electrodes required for execution of job will be in your scope of supply with the ii. procurement from following approved vendors with batch test certificates
 - a) D & H Secheron
 - b) Advani Oerlikon
 - c) ESAB.
- iii. The Contractor's scope of work shall also include the following incidental works in connection with the works mentioned in sl. No. 4.0
- Safety Clearance / Work Permit IBR Pipe welding and Structural Fabrication Works has to be iv. obtained from Safety Officer of M/s. APL before commencement of the jobs. All necessary PPEs required to execute the jobs will be in your scope of job. You shall be held responsible for all the safety precautions necessary while executing the IBR Pipe welding & Structural Fabrication works ...
- Engineer in-charge will check the joint preparation before root-run of butt welds and groove ٧. welds and check the D.P. Test after root run. Fabrication Works shall be done strictly as per specifications mentioned in Schedule of Quantity and Rate and as per instruction of Engineerin-charge of M/s. APL.
- Contractor has to carry out dye-penetrant examination etc as per Code, standards, drawings, vi. specifications and instruction of Engineer-in-Charge.
- vii. IBR pipe welding & Structural Fabrication Works in M-II and F-II Plant of M/s. APL shall be viii. carried out as per descriptions & item rates under Annual Maintenance Contract (AMC) for any plant related jobs as & when required basis as per instruction of Engineer-in-Charge,

M/s APL.

- A Joint Measurement in between the Contractor & Owner (APL) shall be taken for actual ix. areas of IBR pipe welding & Structural Fabrication Works as well as actual material consumption item wise on completion of the jobs and same shall be certified by Engineer-incharge of M/s. APL for the billing purpose.
- IBR pipe welding & Structural Fabrication Works in M-II and F-II Plant of M/s. APL shall stand Χ. a Guarantee Period for 1(One) year for their workmanship from the date of successful completion of entire Fabrication Works and Handing Over of the same to M/s. APL. Any defect arising for the reasons attributed to defective materials or poor workmanship within the Guarantee Period shall have to rectify by the contractor with free of cost.
- Execution of an agreement on Non-Judicial Stamp Paper of Rs.100/- (Rupees Hundred only) χi. within 15(Fifteen) days on receipt of work order.

3. BIDDER'S QUALIFICATION CRITERIA:

1. TECHNICAL:

3.1(a) Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last ten years. Here, jobs of similar nature, implies Welding & Fabrication Works of IBR Pipe / tank / vessels / structure or similar equipments in various Industries as described in details in the tender document. To be eligible, Experience of having successfully completed similar work during last 10 years till ending last day of month previous to the one in which applications are invited should be either of the following:



3.1(b) To be eligible, the contractor should have successfully executed either

One similar job having executed value of not less than 80% of annualized estimated cost

Or

Two similar jobs, each having executed value not less than 50% of annualized estimated cost

Or

Three similar jobs, each having executed value not less than 40% of annualized estimated cost.

- 3.1(c) The Bidder should have **Valid Certificate of Recognition as Boiler Repairer from Inspectorate of Boilers, Govt. of Assam.**
- 3.1(d)The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.

Note:- Work Order for the executed Job and the relevant Work Completion Certificate for same Job to be Submitted to Validate the qualification Criteria.

2. COMMERCIAL:

- To be eligible, the contractor should have a sound financial background and average annual turnover for the last three Financial years, ending 31st March viz. 2021-22 2020-2021, 2019-2020 should not be less than the amount equivalent to 30% of annualized estimated cost.
- 4. The bidder shall have earned a net positive profit for the last three consecutive years.
- 5. The financial net worth of the bidder as per latest audited annual report shall be positive.
- 6. The contractor should be registered under GST, Income Tax & EPF authorities.

4. INSTRUCTIONS FOR SUBMISSION OF BIDS

1. SALIENT FEATURES FOR SUBMISSIONS OF BID

SI. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 11.00 Hrs on dt. 31.03.2022 up to 15.00 Hrs on dt. 11.04.2022
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 11/04/2022

d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	Dy.General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)			
e)	Opening of Bid.	15:00 Hrs on dt. 12/04/2022			
f)	Contact Person with details for any clarifications	Nava Bikash Borah Dy.General Manager (C&P) Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in			
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE			
h)	Total Estimated Cost	Rs. 2,85,000.00			
i)	Earnest Money Deposit (EMD)	Rs. 5700/- (Rupees Five Thousand Seven Hundred)only			
j)	Bid Submission	Online in e-tendering portal https://assamtenders.gov.in/nicgep/app			
k)	Availability of Tender Documents	https://assamtenders.gov.in/nicgep/app www.assampetrochemicals.co.in			

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

Cover No. 1	1. EMD + Integrity Pact	PDF File
	2. Un-priced Bid	PDF File
Cover No. 2	1. Price Bid	Microsoft Excel File

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

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



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

DATE: 30.03.2022

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

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

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

5. TECHNICAL SPECIFICATION:

- 1. MS pipe upto 150 mm dia shall have all fittings as per IS: 1239, part II (heavy grade) while pipes above 150 mm dia shall be as per IS: 3589 inclusive of IS marking.
 - a. Flanged joints shall be used for connections to vessels, equipment, flanged valves and also on suitable straight lengths of pipeline of strategic points to facilitate erection and subsequent maintenance work.
 - b. All pipe to pipe receiving edges shall be bevel finished to a clean edge by a electric grinder. A requisite gap determined by the thickness of the weld electrode shall be given between the joints before start of welding.
 - c. Weld Electrodes shall be of approved make, of grade and type as suitable for the job. This shall be satisfied by the Consultant before start of work.
 - d. Joints shall be given a first weld in full width without burrs on the full dia of the dia of the pipe. Welding shall be carried out vertically from the surface to be welded. Weld fluxes shall not be so plastic such as to fall or drip down.
 - e. After application of first coat the weld shall be ground and then another layer of welding shall take place. The weld shall also be cleaned by grinding. Similarly, a third weld shall also be applied.
 - f. All pipe cutting shall be by oxy acetylene gas welding only. The cut surface shall be cleaned and ground by a electric grinder before further welding.
 - g. For supports angle pieces shall be cut by oxy acetylene gas and cleaned by electric grinder. All cutting for bolt inserts shall be by electric drill.



2. Valves

a. Butterfly or Gate valves shall be used for isolation of flow in pipe lines. For sizes upto 50 mm, ball valves shall be used and shall be as per relevant IS code, as applicable. For sizes 80 mm to 300 mm, butterfly valve shall be as per IS: 14846, PN = 1.6 and shall be ISI marked. The valves shall, however, be tested to PN: 1.6.

DATE: 30.03.2022

- b. Gate valves shall be provided with a hand wheel arrangement.
- c. Non return valves shall be cast iron spring action type dual plate type. An arrow mark in the direction of flow shall be marked on the body of the valve. These valves shall conform to relevant IS code. The flap shall be of cast iron and flap seat ring of neoprene rubber.
- d. Valves below 50 mm size shall have screwed ends while those of 50 mm and higher sizes shall have flanged connections. Drain lines will have valves for draining. The different type of pipes / fittings shall conform to the following:

5.3 Hydrant

a. Hydrant valve shall be as per IS: 5290 of gun metal. The valve shall be oblique type complete with hand wheel, quick coupling connection, spring and gun metal blank cap as per IS: 5290. The hydrant shall be fixed on Hydrant Riser through a 80 mm dia tool piece, at approx. 1.2 mtr. from floor level. The Hydrant shall be IS marked.

5.4 Codes & Standards

- a. The following codes and standards and their subsequent modifications shall apply for the design, manufacture, shop testing, erection, fabrication at site, testing and trial operation of piping, valves and specialties requirements: 23
- b. IS: 554 Dimensions for pipe threads where pressure tight joints are required on the threads.
- c. IS: 638 Sheet rubber jointing and rubber insertion jointing.
- d. IS: 778 Copper alloy gates globe and check valves for water work purposes.
- e. IS: 780 Sluice valves for water works purposes (50 mm to 300 m).
- f. IS: 901 Couplings, double male and double female, instantaneous pattern for fire fighting.
- g. IS: 1239 Mild steel tubes, tubular and other wrought (Part I & II) steel fittings.
- h. IS: 884 Swinging type wall mounted hose reel with drum.
 - IS: 388 Hose Tubing. 9.9 IS: 4038 Foot valves for water works purposes.
- i. IS: 5290 Landing Valves.
- j. IS: 10221 Anti corrosion treatment for underground MS pipes.
- k. IS: 5312 Swing check type reflux (non –return) valves.
- I. Rules for Automatic sprinkler installation & Tariff Advisory Committee.

5.5 PARTICULAR SPECIFICATIONS

- a. PIPES All pipes within and outside the building in exposed locations and shafts including connections buried under floor shall be M.S. Pipes as follows:
- a) Pipes 150 mm dia. and below IS: 1239 Heavy Class



b) Pipe 200 mm dia. and above IS 3589 of thickness specified.

b. PIPE FITTINGS.

Pipe fittings means tees, elbows, couplings, flanges, reducers etc. And all such connecting devices that are needed to complete the piping work in its totality. Fabricated fittings shall not be permitted for pipe diameters 50 mm and below. When used, they shall be fabricated, welded and inspected in workshops whose welding procedures have been approved by the TAC as per TAC rule 4102 for sprinkler system and applicable to hydrant and sprinkler system. The inspection shall be supervised by authorized representative of the OWNER. For "T" connections, pipes shall be drilled and reamed. Cutting by gas or electrical welding will not be accepted.

DATE: 30.03.2022

c. JOINTING

- a) Screwed (50 mm dia. pipes and below): Joint for black steel pipes and fittings shall be metal-to-metal thread joints. A small amount of red lead may be used for lubrication and rust prevention. Joints shall not be welded or caulked. (With screwed VS forged fittings) with hole tight.
- b) Welded (65 mm dia. and above): Joints between M.S. pipes and fittings shall be made with the pipes and fittings having "V" groove and welded with electrical resistance welding in an approved manner. (With welded M.S. fittings heavy class with V-Groove). The welding machine shall be 3 Phase of required current and capacity with approved welding rod along with DP Test.
- c) Flanges: Flanged joints shall be provided on:
- i. Straight runs not exceeding 30 m on pipelines 80 mm dia. and above
- ii. Both ends of any fabricated fittings e.g. bends, tees etc. of 65 mm dia. or larger diameter
- iii. For jointing all types of valves, appurtenances, pumps, connections with other type of pipes, to water tanks and other places necessary and required as good for engineering practice.
- d) Flanges shall be as per I.S.6392-1971, Table 17/18 with appropriate number of G.I. nuts and bolts, half threaded of GKW make or equivalent with 3 mm insertion neoprene gasket complete.
- e) Unions: Approved type of dismountable unions on pipes lines 65 mm and below in similar places as specified for flanges shall be provided.

5.6 PIPE PROTECTION

- a) All pipes above ground and in exposed locations shall be painted with one coat of Zinc chromate primer and two or more coats of Synthetic Enamel Paint of approved shade.
- b) All black steel pipes under floors or below ground shall be provided with protection against corrosion by application of 100/ 150 mm wide and 4mm thick layer of PYPKOTE/ MAKPOLYKOTE over the pipe, as per manufacturers specifications Checking with holiday testing machine.

5.7 PIPE SUPPORTS



a) All above ground pipes shall be adequately supported from ceiling or walls from existing/new inserts by Structural clamps fabricated from G.I Structural e.g. Rods, Channels, Angles and Flats as per details given in drawings and specifications. All clamps shall be painted with one coat of red lead and two coats of black/ approved shade Enamel paint of pre-approved brand.

DATE: 30.03.2022

5.8 PIPE TESTING

All pipes in the system shall be tested to a hydraulic pressure of 1.5 times of the working pressure or minimum of 18Kg/Cm2 without drop in the pressure for at least 24 hours.

5.9 WELDING REQUIREMENT:

a All surfaces to be welded shall be thoroughly cleaned of oxide scale, oil or other foreign substances to a cleaned of oxide scale, oil or other foreign substances to a clear metal surface and for a distance of at least 50mm on either side of the weld seam.

- b. Each run of weld metal shall be thoroughly cleaned and all slag removed before the next run is deposited.
- c. Joint welded from one side shall be back chipped to sound metal and rewelded from the other side.
- d. Avoid spray arcing.
- e. Proper welding sequence shall be followed so as to minimize distortion.
- f. Tack welds used for assembly shall be completely removed unless made with approved welding procedure and by approved welders.

6 **CONTRACTOR'S RESPONSIBILTY**:

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

- **6.1** Safety Clearance / Work Permit for Excavation Works & Fabrication Works has to be obtained from Safety Officer of M/s. APL before commencement of the jobs. All necessary PPEs required to execute the jobs will be in your scope of job. You shall be held responsible for all the safety precautions necessary while executing the excavation & fabrication works of underground / aboveground piping fabrication works.
- **6.2** Engineer in-charge will check the joint preparation before root-run of butt welds and groove welds and check the D.P. Test after root run. Fabrication Works shall be done strictly as per specifications mentioned in Schedule of Quantity and Rate and as per instruction of Engineer-in-charge of M/s. APL.
- **6.3** Contractor has to carry out dye-penetrant examination etc as per Code, standards, drawings, specifications and instruction of Engineer-in-Charge.
- **6.4** Contractor has to submit the progress reports, bar charts, planning and scheduling of all activities for completion of entire job.
- **6.5** Repairing Fabrication Works of the pipes in M-II and F-II Plant of M/s. APL shall be carried out as per descriptions & item rates under Annual Maintenance Contract (AMC) for any plant related jobs as & when required basis after getting clearance of



work front by Fire Deptt. of M/s. APL and as per instruction of Engineer-in-Charge, M/s APL.

DATE: 30.03.2022

- **6.6** The Contractor shall prepare and submit to the Engineer-in-Charge "as-built-drawings" of the works as executed by the Contractor. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer-in-Charge for its review and inspection. The Contractor shall obtain the consent of the Engineer-in-Charge as to their size, referencing system, and other pertinent details.
- **6.7** The entire pipeline will be subjected for Hydro Test by filling fire water into the system with the rated pressure on Mechanical Completion of the job in all respect, including Box up to the satisfaction of Engineer in-Charge of M/s.APL. The hydrostatic test pressure shall be as per the instruction of Engineer-in Charge.
- **6.8** The entire pipeline will be subjected for Leak Test by Joint Hammering after water filling on Mechanical Completion in all respect to the satisfaction of Engineer in-Charge of M/s.APL.
- **6.9** A Joint Measurement in between the Contractor & Owner (APL) shall be taken for actual areas of Fabrication works for piping works as well as actual material consumption item wise on completion of the jobs and same shall be certified by Engineer-in-charge of M/s. APL for the billing purpose.
- **6.10** New Underground / Above ground Fabrication Works of the pipeline in M-II and F-II Plant of M/s. APL shall stand a Guarantee Period for 1(One) year for their workmanship from the date of successful completion of entire Fabrication Works and Handing Over of the same to M/s. APL. Any defect arising for the reasons attributed to defective materials or poor workmanship within the Guarantee Period shall have to rectify by the contractor with free of cost.
- **6.11** Execution of an agreement on Non-Judicial Stamp Paper of Rs.100/- (Rupees Hundred only) within 15(Fifteen) days on receipt of work order.

6.12 LABOUR

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

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

6.13 CLEANLINESS OF WORKS SITE:

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

6.14 COMPLIANCE WITH STATUTORY REGULATIONS WORKS RULES:

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



b) Particular attention is drawn to the following:

c) In case of accident, the Owner shall be informed in writing forthwith. The contractor shall strictly follow regulations laid down by Factory Inspector, Government and Local Authorities in this regard. The contractor shall report immediately in triplicate to the Owner for any accident at site involving loss of life. Each such report shall include the information as required by the regulations.

DATE: 30.03.2022

- d) The contractor shall meet all requirements and act on the instructions of the Owner where it is necessary to operate a "Permit-to-work" system.
- e) Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the relevant local statutory regulations. All such storage shall have prior approval of the Owner.

7 OWNER SCOPE OF SUPPLY:

- 7.1 MS pipe, pipe fittings, Flanges and fasteners required for the job will be provided by M/s. APL as Free Issue Material (FIM)
- 7.2 The owner shall supply water to the contractor at one point near the work spot free of cost if necessary.
- 7.3 Power shall be provided by Owner to Contractor at one point at free of cost.

8 **INSPECTION OF WORK:**

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

9 MEASUREMENT OF WORK AND INVOICING PROCEDURE:

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

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



10 PRICE REDUCTION SCHEDULE

The completion period of the entire work shall be deemed to be the essence of the contract. In case of delay in execution beyond stipulated period then unless such delay is sttributed to owner or in Force Majeure conditions , there will be reduction of contract value @ 0.5% for each week of delay or part thereof to maximum of 5% of total contract value.

DATE: 30.03.2022

Condition bids are liable to rejection at the sole discretion

11 INSTRUCTION TO BIDDER:

1. Rates quoted should be inclusive of all taxes and duties but exclusive of GST.

- 2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-IV**
- 3. EARNEST MONEY DEPOSIT: The bidder has to deposit a sum of **Rs. 5700/**-(Rupees Five Thousand Seven Hundred) only in Demand Draft/Banker's Cheque or Bank guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-I**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT.
- 4. MSME valid certificate under category of similar works will be considered for exemption of EMD.
- 5. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable.
- 6. Safety Appliances / PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.
- 7. Any Injuries or Accidents to your Team Members shall be taken care by you at your own risk & cost and shall comply with all safety rules & regulations.
- 8. The accommodation of your Driver to be engaged will be in your scope of work.

 All other terms & conditions shall be as per "Terms & Conditions for Hiring of Ambulance Service Contract" and APL's "General Conditions of Contract (GCC)".
- 9. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected.
- 10. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer–In–Charge.
- 11. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any



- kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.
- 12. The bidder shall provide the authority to the person signing the bid.
- 13. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.
- 14. **TIME SCHEDULE**: IBR pipe welding & Structural Fabrication Works in M-II and F-II Plant of M/s. APL shall be carried out as per descriptions & item rates under **Annual Maintenance Contract (AMC)** for any plant related jobs as & when required basis and specially during the forthcoming shutdown period as per instruction of Engineer-in-Charge, M/s APL. The AMC is valid for a period of 1(one) year starting from date of issue of Work Order.
- 15. **MOBILIZATION ADVANCE:** There will be no mobilization advance.
- 16. **GUARANTEE PERIOD**: The Completed Job should have guarantee for a minimum period of 1(One) year from the date of completion and acceptance of the job. In case of any defect the contractor should be solely responsible
- 17. **ACCOMODATION:** Local conveyance & necessary accommodation to your 5/6 persons will be provided by M/s APL as required at free of cost except foodings.
- 18. **BID VALIDITY**: Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.
- 19. **APPLICABILITY OF LAW & JURISDICTION**: The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.
- 20. The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.
- 21. For clarification relating to bid/ Site visit the bidder may contact following:

Contact	N.B.Borah ,DGM (C&P)
Perso	Email-borah.nb@assampetrochemicals.co.in
n	Phone- +91-94351 39178

	&
	H.S.Shah Sr.Manager (Mechanical)
	Email-shah.hs@assampetrochemicals.co.in
	Ph No-7002830116
Address	Assam Petro-Chemicals Limited
	P.O. Parbatpur, Dist-Dibrugarh

PIN-786 623

DATE: 30.03.2022

12 INCOME TAX AND GST

- 1. Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.
- The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)
- 3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.
- 4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non-receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
- 5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.
- 6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder / Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/ Vendor by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
- 7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
- 8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.



9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

DATE: 30.03.2022

- 10. Any other provisions in the GST not mentioned above will be sou-motto applicable.
- 11. The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.

13 TERMS OF PAYMENT:

- i. The Contractor shall submit 2(two) copies of Bill after completion of entire job & certified by Engineer-in-Charge.
- ii. 100% Payment will be released on successful completion of entire jobs certified by Engineer-in-Charge within 30 days time period from the date of submission of your Bill.
- iii. The contractor may claim 2(two) numbers of running bill based on actual progress of job.
- iv. No interest will be payable on the Earnest Money or Security deposit or any other amount payable to the Supplier

14 SECURITY DEPOSIT:

The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, security deposit equal to 10% of the total accepted Work Order value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-I** of this document.

- 1. On submission of Performance Bank Guarantee (PBG) by the successful Bidder, EMD amount will be refunded after receipt of confirmation of PBG from the issuing Bank. The PBG will be returned to the successful Bidder after the end of Contract period if there is no dues to be recovered by APL.
- 2. The Security deposit amount if deducted along with EMD amount shall be refunded at the end of the contract period after deductions if any due to APL. The Security deposit shall not bear any interest.

15 BIDDERS WHO CAN BID

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.

DATE: 30.03.2022

- 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.
- 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. Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:
 - a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
 - b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.
 - c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - 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;

DATE: 30.03.2022

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

16 REQUIREMENT FOR E-TENDERING

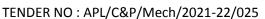
- 1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website https://assamtenders.gov.in/nicgep/app and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents including all addendum/corrigendum only from the above mentioned website i.e. https://assamtenders.gov.in/nicgep/app, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part II).
- 2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.



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.

DATE: 30.03.2022

- 4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
- 5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website https://assamtenders.gov.in/nicgep/app and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "Bidders manual Kit" section available in the homepage at the website.
- 6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
- 7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
- 8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
- 9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
- 10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
- 11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
- 12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of





the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.

DATE: 30.03.2022

- 13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.
- 14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e-procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
- 15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
- 16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
- 17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
- 18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
- 19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

17 BID REJECTION CRITERIA:

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

- 1. Non-Submission of EMD/MSME & Integrity Pact along with the Bid if applicable
- 2. Submission of Prices or rates in SOQ / SOR in un-priced bid.
- 3. Non-Submission of Important Bid Documents as mentioned.



4. Not Meeting the Qualification criteria

18 IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

- 1. EMD of required amount./MSME certificate for EMD exemption
- 2. Work orders& completion certificates to comply the Bidder's qualification criteria.

DATE: 30.03.2022

- 3. Copy of PAN card , GST Registration No ,EPF Registration No
- 4. Income Tax return for last three financial years
- 5. Documents in support of Annual Turnover for last three financial year i.e. 2021-22, 2020-21, 2019-20.
- 6. Valid Certificate of Recognition as Boiler Repairer from Inspectorate of Boilers, Govt. of Assam.

19 AMENDMENT OF BIDDING DOCUMENTS:

- a. At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- b. The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- c. Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required
- d. All Addendum / Corrigendum will be available in the website https://assamtenders.gov.in/nicgep/app and www.assampetrochemicals.co.in

20 TECHNO-COMMERCIAL EXAMINATION OF BIDS:

APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

APL will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.

The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.

Bidder(s) techno-commercially accepted will only be communicated for price bid opening.

Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / WO will be issued to them.

21 **REBATE**:

APL

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.

DATE: 30.03.2022

22 CLIENT'S RIGHT TO ACCEPT/REJECT BIDS:

APL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of APL's action.

APL shall not be obliged to award the Order / Contract to the lowest evaluated bidder if APL apprehends that it will not be in the interest of APL to award the Order / Contract at the lowest evaluated price or to the lowest evaluated bidder.

23 ORDER OF PRECEDENCE

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

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



ANNEXURE-I

DATE: 30.03.2022

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

(On non-judicial stamp paper of appropriate value)

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

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2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion



and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder

DATE: 30.03.2022

- 3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
- 4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Vendor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
- 5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the Vendor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
- 6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the Vendor" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
- 7. Not withstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs........ ii) This Bank Guarantee shall be valid upto and including; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.
- 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Vendor" and "the Bank" in this regard.

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



(by its constituted attorney)

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

ANNEXURE-II

Schedule of Quantities& Rates

DATE: 30.03.2022

Sl. No.	Job Description	UOM	Qty.	Rate (Rs.)	Amount (Rs)
1.000	IBR PIPE WELDING JOBS:				` `
1.000	IBR PIPING: Transportation of all piping items from Owner's storage point to work site, fabrication including cutting, edge preparation, (inclusive of grinding the edge of pipe,pipe spools,fittings,flanges etc. to match with the mating edges of uneven/ different thickness whenever required), fit up, bending, preheating whenever required welding, threading and laying of pipes and pipe spools (spools along with supports) of all types and thickness over slippers/overhead on pipe racks and all elevations, hook ups with existing piping, connecting with equipment nozzles, strainers, steam traps,orifice assemblies, spray nozzles,rotameters,tappings for pressure gauges, thermowells, sample connections, sample coolers, closed sample system cabinets etc. and fixing of gaskets, bolts, nuts including application of torque whenever required & all other inline instruments and fittings, like elbows,reducers,tees,flanges,spactecle blinds and spacer & blinds, piping specials such as mitres and fabricated fittings, vents, drains (but excluding reinforcing pads), SW valves upto 1 1/2"NB, alignment, cleaning & flashing by water/compressed air,hydrostatic,pneumatic,vaccum, spark testing and any other type of testing as specified in drawing, drying by compressed air, completing all such works in all respects (including preparation of isometrics as mentioned in the scope of works for the job) as per specifications,drawings and instructions of Engineer in -charge and return of surplus pipes & other materials to owner's storage point (IBR				
1.100	Carbon Steel Pipes,Flanges,Pipe Fittings,Gaskets & stud Bolts etc). CARBON STEEL PIPING (IBR), THK<= 10MM				
1.110	IBR PIPING FABRICATION & WELDING :	T1-			
i)	1/2"NB	Inch- Dia	10.00		
ii)	3/4"NB	Inch- Dia	18.75		
iii)	1"NB	Inch- Dia	30.00		
iv)	1 1/2"NB	Inch- Dia	30.00		
v)	2"NB	Inch- Dia	20.00		
vi)	3"NB	Inch- Dia	30.00		
vii)	4"NB	Inch- Dia	40.00		
viii)	6"NB	Inch- Dia	60.00		



1.120	IBR PIPING ERECTION, ALIGNMENT & WELDING:			
i)	1/2"NB	Inch-M	2.00	
ii)	3/4"NB	Inch-M	6.00	
iii)	1"NB	Inch-M	30.00	
iv)	1 1/2"NB	Inch-M	12.00	
v)	2"NB	Inch-M	40.00	
vi)	3"NB	Inch-M	18.00	
vii)	4"NB	Inch-M	24.00	
viii)	6"NB	Inch-M	24.00	
1.130	STRUCTURAL STEEL SUPPORTS:	MT	0.80	
1.140	IBR VALVES ERECTION:			
	FLANGED / WAFER VALVES (UPTO 600#): Transportation of all types of valves (including special valves, motor operated valves, PSVs,TSVs, Control Valves, On-Off / Shutdown Valves, Self actuated valves) from Owner's storage points to worksite and installation of valves for all rating including assembly of valves accessories like air bottles etc. if any, fixing of gaskets stud bolts/nuts whenever required as per drawing & specification and instruction of Engineer in- charge (IBR Valves, Gaskets & Stud Bolts etc. shall be supplied by APL as FIM)			
i)	2"NB	Nos.	8.00	
ii)	3"NB	Nos.	6.00	
iii)	4"NB	Nos.	3.00	
iv)	6"NB	Nos.	2.00	

DATE: 30.03.2022

NOTES:

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

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

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

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

(ii) No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.

(iii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities

DATE: 30.03.2022

(iv) 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

ANNEXURE-III

INTEGRITY PACT

BETWEEN

Ass ANI		•
Bidd		hereinafter referred to as "The Bidder /
Prea	<u>mble</u>	
The	Principal intends to award, under laid	down organizational procedures, Contract/s for _The Principal values full compliance with all
	ant laws and regulations, and the principles parency in its relations with its Bidder/s and I	s of economic use of resources, and of fairness and Bidder/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Bidder



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

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

DATE: 30.03.2022

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

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

- c) The Bidder / Bidder will not commit any offence under the IPC / PC Act; further the Bidder / Contactor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship
- d) The Bidder / Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder / Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion
- (3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.
- (4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

ENDER NO : APL/C&P/Mech/2021-22/025 DATE : 30.03.2022

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

Section 4 - Compensation for Damages

- 1) Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/ Bidders): Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Section 3, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid-Security amount of the Bidder / Bidder.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can" be terminated for such reason.
- (3) If the Bidder / Bidder can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

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

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

APL

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

DATE: 30.03.2022

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

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

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

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

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



Section 9 – Pact Duration

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

DATE: 30.03.2022

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

Section 10 - Other Provisions

- 1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provision of this agreement turn out to be invalid the remainder of this agreement remains valid. In this the parties will strive to come to an agreement to their original intentions.

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

Date

ANNEXURE-IV

DATE: 30.03.2022

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of value mentioned in the Tender document)
This AGREEMENT is made on theday of Month of Year
BETWEEN
Assam Petro-chemicals Ltd, a company registered under companies Act,1956 have its registered office at Orion Place ,Mahapurush Srimanta sankardev Path, Guwahati and principal place of business at P.O. Parbatpur, Namrup in the District of Dibrugarh, Assam (herein referred to a owner/APL) ", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the ONE PART
AND
hereinafter referred to as "BIDDER", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successor and assigns) on the OTHER PART .
WITNESSETH THAT
WHEREAS OWNER /APL desires to have works from the aforesaid BIDDER on terms & conditions mentioned In this CONTRACT:
AND WHEREAS BIDDER who has their own know how with resources for Performing such job has agreed to sign on works agreement and to render the services as per requirement of APL of 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:
(v) Work Order No: (vi) Terms & Conditions of enquiry document. (vii) Name of the work (viii) Work order amount (ix) Scope of work for BIDDER as per CONTRACT.
2) For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER lump sum of Rs. (Rupees).



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

DATE: 30.03.2022

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

Signed for and on behalf of	Signed for and on behalf of
Assam Petrochemicals Ltd.	Bidder
SIGNATURE	SIGNATURE
NAME	NAME
DESIGNATION:	PLACE:
PLACE:	
DATE:	DATE:
WITNESS:	WITNESS:

TABLE OF CONTENTS

- 1. UNDERTAKING I
- 2. UNDERTAKING II
- 3. BIODATA FORMAT
- 4. SAFETY REQUIREMENTS
- 5. FINANCIAL STATUS QUESTIONNAIRE

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

PROPOSAL EXHIBITS NO. 1		
Ref	Date:	
<u>UNDEI</u>	RTAKING-I	
This undertaking should be on the letter person competent and having the power of	head of the bidder and should be signed by a f attorney to bind the bidder.	
To, The Managing Director Assam Petro-chemicals Limited, P.O. Parbatpur, Namrup Dibrugarh (Assam), Pin-786623		
Dear Sir,		
an instruction of the owner or fails to comp shall be entitled to employ and pay any of same wholly or in parts and all expenses of borne by the Bidder and shall be recoverable by the Employer from any balance due or w the owner shall have the right to use of all charge that may be at any time on the si completing the works or executing the part	default on the part of the Bidder in carrying out lete the job within the stipulated time, the owner her bidder or the owner himself to carry out the consequent thereon or incidental thereto shall be from him by the Employer and may be deducted hich may become due to the Bidder. In that event the bidder's equipments and other things free of te in connection with the work. If the cost of thereof or of meeting claims of third parties as the bidder, the bidder shall pay such excess to the	
Yours faithfully,		
Signature		
Name		
Designation		
For & on behalf of		

DATE: 30.03.2022

Bidder's Company Seal:

PROPOSAL EXE	HBITS NO. 2
Ref	Date:
UNDERTA	KING-II
This undertaking should be on the letterhead of competent and having the power of attorney to bin	
то,	
The Managing Director Assam Petro-chemicals Limited, P.O. Parbatpur, Namrup Dibrugarh (Assam), Pin-786623	
Dear Sir,	
I/We undertake and confirm that, in case of default Winger Ambulance BS VI (7+P) AC which is requi of the owner, the owner shall be entitled to deploy from the work wholly or in parts and all expenses consequently by the Bidder and shall be recoverable from him Employer from any balance due or which may become works or the part thereof or of meeting claims of the due to the bidder, the bidder shall pay such excess to be a such as a such excess to be a such as a such excess to be a such as a	ared to execute the work or as per the instruction om his own or hire from other agency to execute uent thereon or incidental thereto shall be borned by the Employer and may be deducted by the ne due to the Bidder. If the cost of executing the ird parties as aforesaid shall exceed the balance
Yours faithfully,	
Signature	
Name	
Designation	
For & on behalf of	

DATE: 30.03.2022

Bidder's Company Seal:



PROPOSAL EXHIBITS NO. 3

BIO DATA FORMAT

(Of Bidders for Communication)

A. NAME OF BIDDER	:	
B. ADDRESS OF THE BIDDER (with e-mail ID and mobile No)	:	
C. GST Number	:	
D. PAN NO	:	
E. Bank Details:		
i. Name of the Bank	:	
ii. Branch	:	
iii. IFSC code	:	
SEAL OF BIDDER		SIGNATURE OF BIDDER

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

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

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



PROPOSAL EXHIBITS NO.4

DATE: 30.03.2022

SAFETY REQUIREMENTS

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

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

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

SEAL OF TENDERER	SIGNATURE OF TENDERER

PROPOSAL EXHIBITS NO.5

DATE: 30.03.2022

FINANCIAL STATUS QUESTIONNAIRE

A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of
		Similar Nature
2020-2021		
2019-2020		
2018-2019		

B. PAN Number:	
C. GST Registration No:	
D. EPF Registration No.	

SEAL OF TENDERER

SIGNATURE OF TENDERER

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