



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2008 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**Tender No. APL/C&P/Proj/Maint (M)/22-23/120**



## **ASSAM PETRO-CHEMICALS LIMITED**

**( A Government of Assam Undertaking)**

**P.O. PARBATPUR, NAMRUP**

**DIST. DIBRUGARH**

**PIN – 786623 (ASSAM)**

**Tender No : APL/C&P/Proj/Maint(M)/22-23/120**

**Tender Documents**

**For**

**MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT  
CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



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# **SECTION – I**

## **INVITATION FOR BIDS**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



Ref.No. APL/C&amp;P/Proj/Maint (M)/22-23/120

Dated : 03/03/2023

**NOTICE INVITING TENDER**

Assam Petro-chemicals Limited,(A Govt of Assam Undertaking) invites tenders from competent & experienced contractors for the under mentioned job in **Single stage Two bid** system comprising Techno-Commercial Bid & Price Bid.

Name of Work	Earnest Money	Tender Processing Fees
MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL.	<b>Rs 95,230/-</b>	<b>Rs 1000/-</b>

<b>BID DOCUMENT ISSUE PERIOD</b>	From <b>14.00 Hrs</b> on dt. <b>04.03.2023</b> up to <b>15:00 Hrs</b> on dt. <b>14.03.2023</b>
<b>LAST DATE OF BID SUBMISSION</b>	Up to <b>15:00 Hrs</b> on dt. <b>14.03.2023</b>
<b>BID OPENING DATE</b>	At <b>15:00 Hrs</b> on dt. <b>15/03/2023</b>
<b>BID SUBMISSION</b>	In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
<b>AVAILABILITY OF TENDER DOCUMENTS</b>	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

**Sd/-**  
**Managing Director**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL

**1.0 The brief details of Tender are as under**

Sl. No.	Description	Remarks
a)	Period of Contract	Period of Contract for this work will be <b>04(four) Months</b> , reckoned from the date as mentioned in the letter of award / Work Order.
b)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> OR APL's website <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>
c)	Bid Download and Submission made available for the Bidder on the above website for the period	<b>04.03.2023 upto 14.03.2023</b>
d)	Last Date and time for submission of Online Bids (DUE DATE)	<b>Up to 15:00 Hrs. (IST) on 14.03.2023, only at</b> Government of Assam Public Procurement Portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
e)	Mode of Tendering	Open Competitive Bidding e-tendering mode (under Single Stage Two Bid system basis) with uploading of documents in Government of Assam Public Procurement Portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> .
f)	Place of Submission of 1 sets of Original authenticated Un-priced Bid (Hard Copy) and EMD	<b>DGM(C&amp;P)</b> <b>Assam Petrochemicals Limited</b> <b>P.O. Parbatpur, Namrup</b> <b>Dist. Dibrugarh, Pin – 786623, Assam (India)</b> <b>Tel - +91 374 2500331</b> <b>Mob : +91 9435139178</b> <b>Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a></b>
g)	Online opening of Un-priced Bid.	<b>15.00Hrs. (IST) on 15.03.2023.</b>
h)	Venue for opening of Un-priced Bid	<b>C&amp;P Department</b> <b>Assam Petrochemicals Limited</b> <b>P.O. Parbatpur, Namrup</b> <b>Dist. Dibrugarh, Pin – 786623, Assam (India)</b>
i)	Pre-bid Meeting Date & Place	-
j)	Contact Person with details for any clarifications	<b>1. Mr. N.B. Borah, DGM(C&amp;P)</b> Mob : +91 9435139178 Email : <a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a> <b>2. Mr S.K.Bora,DGM(proj)</b> Mob:-8011132551

**Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL**

**ASSAM PETRO-CHEMICALS LIMITED**(A Government of Assam Undertaking) | An ISO 9001:2008 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6**Tender No.** APL/C&P/Proj/Maint (M)/22-23/120

		Email; <a href="mailto:bora.sk@assampetrochemicals.co.in">bora.sk@assampetrochemicals.co.in</a>
k)	Bid Validity	6 months from the DATE OF UNPRICED BID OPENING
l)	Tender Fee	<b>Rs 95,230/-</b> (Rupees Ninety Five Thousand Two Hundred Thirty)
m)	Earnest Money Deposit	<b>Rs. 1000/-</b> (One Thousand Only)-

**1.1 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

**1.2 OFFLINE SUBMISSION :** Hard copies of to be submitted are as under:

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

**1.3** 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**

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

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL



## **SECTION – II**

### **SCOPE OF WORK**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL

**(A) Detailed Scope of Works:****MECHANICAL WORKS:**

Providing Highly Skilled/ Skilled/ Semi-skilled/ Un-skilled workers as per the direction of APL, for completion of residual commissioning work and for regular preventive or time based maintenance, Predictive or Condition maintenance of rotary & Static Equipments 500TPD Methanol Plant (including of Dilli River Water Intake) with tools & tackles, PPEs, and supervision (including safety supervision) with single point responsibility for quality, safety and speed of execution (one Man day = 12 hours shift). Contractor to provide & mobilise man power in shifts on Need Basis on the instruction of APL. However 3 days notice shall be given for mobilisation/demobilisation. Manpower deployment shall be inclusive of required tools and tackles and machinery etc. in the following major equipments & utility systems but not limited to:

- Gas turbine
- Steam Turbine
- Screw Compressor
- Centrifugal/Reciprocating Compressor
- Centrifugal/Positive displacement Pumps
- Gas Fired Boilers
- Diesel Engines/Diesel Generators
- Air Cooled Exchangers
- Water Cooled Exchangers
- Centrifuge Equipments
- Cooling Water Pumps
- Oil & Condensate System (i.e. oil separators, Condensate handling & transfer pump activities etc.)
- Raw Water Pumps and its system
- Fire water Pumps and its networks
- Compressed air system: Air compressor, IA dryers & Receivers, Air receivers
- Inert gas system: PSA/TSA type N2 generators, Inert gas receiver
- Water Intake Water Pumps & Sluice gates etc.

Scope of work for providing assistance for Mechanical Maintenance Activities in all areas of 500 TPD Methanol Plant of M/s, APL are tentatively as below. Following activities will be attributable for completion of any work, if applicable, but not limited to:

- Maintenance of all types of Rotating & Static Equipments/ Systems of Petro-Chemical premises of M/s, APL including CPP Equipments, Process section Equipments, Utility section Equipments, Offsite Equipments, Intake Water Pumps etc. of plant and the contractor will be solely responsible for total overhauling, repairing, dismantling and reconditioning of all such facilities as per OEM's guidelines and direction of Engineer-in-charge.
- Overhauling of breakdown Equipments.
- Replacement of bearings of all types of Rotary Equipments.

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- Complete Dismantling of Equipments including opening covers, cleaning inside faces, stage wise dismantling of all internals using mechanical & hydraulic tools/pullers etc. checking the various clearances/run out/float, offering for stage wise inspection to APL representative at every stage, Reconditioning/ replacement of damaged parts after thorough analysis, replacement of lube oil/grease etc. as necessary, Hydro testing the same after complete assembly as per direction of E-I-C.
- Repairing/ Reconditioning/ Replacement of filters, strainers, lubrication assistance, greasing, refurbishment, precision works etc of components of critical rotary Equipments like centrifugal, reciprocating and screw Compressors, Steam Turbine for Syn. Gas Compressor, N2 Compressor, Multistage pumps, CPP Equipments (GTG, STG, HRSG etc.) and any precision works etc.
- Mechanical seal healthiness checking at site. The same shall be done periodically as per instruction of APL Engineer.
- Opening, Inspection, Cleaning & Box up of Pipelines, Process Vessels, Heat Exchangers etc.
- Maintenance of Reciprocating (Liquid End/ Power End, Duplex/ Triplex)/ Piston/ Plunger / Diaphragm / Dosing Pumps and Reconditioning of the NRVs.
- Mechanical seal cooler cleaning (per pump).
- Maintenance of Screw Pumps.
- Preventive checks of Air Fin Cooler.
- Maintenance of small drive turbines.
- Maintenance of Cooling Towers.
- All types of Alignment between two Rotary Components, Couplings etc. Replacement of Filter Elements/Cartridges.
- Opening & boxing up flanges & replacement of gaskets etc.
- Isolation of the Valves by blinding both upstream & downstream, removing piping, at any height location of the Petro-Chemical premises and fitting it to designated position after reconditioning and by removing the blinds and positioning the pipe lines in its original position with new proper rating gasket as per direction of Engineer-In-Charge.
- Removal & reinstallation of valves etc.
- Dismantling & cleaning of Valves internally by Steam/Air/Water/Manual rod wherever necessary.
- Gasket & Gland packing replacement of Valves as per service condition, reassembling & lubricating.
- Strainer cleaning of all types & all sizes, repairing, net fixing, tray fixing etc.
- All type of rigging works like slinging, knots, proper handling of Equipments/ components lifting, shifting, mounting, dismantling of Equipments & components etc.
- All type of fabrication and erection like Fittings, welding, gas cutting, grinding, erection etc
- Assistance of fitting for Repairing/ overhauling/ millwright job etc.
- Loading / unloading of material at APL Store, stacking & shifting of structures, piping & other heavy materials.
- Any other job which may require rigging assistance / assistance of unskilled personnel
- Transferring, Shifting, top-up, draining & complete charging of lubricants in all type of Rotary as well as Static Equipments.
- Preventive maintenance of Equipments as per instruction of APL Engineer. Lube oil checking/ changing. Operate the pumps to check healthiness.

**Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL**



- Healthiness checking of running Equipments at site as per instruction of APL Engineer.
- Hot Bolting of Flanges.
- Opening & Boxing up of Screwed Fittings with Thread Sealant for any leakage.
- Fabrication, Erection and Welding of IBR & NON IBR jobs.
- Piping/ Vessel Hydro testing/ Pneumatic Testing/ Internal Repairing/ Cleaning.
- Clamp fabrication and fitting.
- Fabrication/ Erection/ Dismantling of Steel Structures.
- Plate cutting & welding.
- Maintenance of Expansion Bellows.
- Damper Maintenance & Repairing.
- PIPE SUPPORT: Fabrication & erection of dummy pipe supports
- Spray nozzle cleaning.
- Steam traps repairing.
- Utility Boiler Related Maintenance Activities.
- Transportation of different mechanical equipments e.g. industrial Valves; etc. using cart; trolley; trailer; crane etc. as per job requirement from one location to another as per instruction of the Engineers-in-Charge.
- Tightening of any joints (flanges/blinds/manhole covers/threaded joints/peephole cover etc. As per flange/ pipe size/ manhole size for any purpose with partial replacement of fasteners etc, if required.
- Cleaning of area during and after completion of work.
- Return of excess material and / or scrap to store or scrap yard.
- Return of temporary facility / equipment, mobilized for the work including fire protection apparatus etc.
- Submission of completion of work status to Engr. I/c for detail activity, man-hour consumed, relevant to the work executed.

The list following Manpower Categories with Tools & Tackles required for Commissioning assistance upto commissioning of 500TPD Methanol Project, also regular Mechanical Maintenance Works for Petro-chemicals / Hydro-carbon Industries with 12 hours working schedules for day shift as well as night shifts:

**(i) Category and Tentative Nos. of manpower Required:**

Sl. No.	Category of Manpower	Tentative Required Nos.
1	Millwright / Machine Fitter	4
2	Pipe Fitter	2
3	Argon Welder	1
4	Arc Welder	1
5	Grinder	2
6	Gas Cutter	2
7	Rigger	12
8	Helper	16
	Total	40

Total duration of Contract for initially for period of 4 months.

**(ii) The List of minimum Tools & Tackles and arrangements required (but not limited to) as is given below:**

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Sl. No.	Item Description	Nos. Required
1	Gas cutting Set	1 Set
2	Portable Welding Machine	3 Nos.
3	Argon Welding Set	2 Sets.
4	Grinding Machine (like AG-4,5 &7, GQ-4,7, FF2 machine etc.)	2 Set each.
5	Mother Oven	1 No.
6	Portable Oven	4 Nos.
7	Chain Pully (Like 3 Ton, 5 Ton etc.)	2 Nos. each.
8	Chain Pully (Like 10 Ton etc.)	1 No.
9	Sling, Wire Rope, Lifting Belt (Like 2Ton, 5 Ton)	2 Nos. each.
10	Sling, Wire Rope, Lifting Belt (Like 10 Ton etc.)	1 Nos.
11	D-shackle (Like 1Ton, 2Ton, 5 Ton etc.)	1 No. each.
12	Hook-Chuck	1 Nos.
13	(-----Item Deleted-----)	N/A
14	All safety kits for workers /Technicians like Welder/Grinder/Gas cutter etc.	As required at site.
15	Outside micrometer (Ball Type) (0-25 mm)	1 No.
16	Feeler Gauge of SS material (in mm) (0.03 mm- 1 mm)	1 Set.
17	Taper Gauge	1 Set.
18	Slip Gauge (0.05 mm-100mm)	1 Set.
19	Lever Type Dial Gauge (0 - 1mm)	3 Sets.
20	SS Steel Rule 6 inch	1 No.
21	(-----Item Deleted-----)	N/A
22	File (round, Flat, half Round)	1 No. each.
23	Needle file	1 Set.
24	Hacksaw blade with frame	5 Sets.
25	Dial Gauge with fixture	3 Sets.
26	Inside Micrometer (Flat Type) (0-1000 mm)	1 No.
27	Outside micrometer (Flat Type) (0-25mm)	1 No.
28	Outside Micrometer (Flat Type) (50-200mm)	1 No.
29	SS Steel Rule (12 Inch)	1 No.
30	Round Inspection Flexible mirror for checking dial gauge alignment	1 No.
31	Bearing puller	1 No.
32	Torque Wrench (100 Nm- 1000Nm)	2 Sets.

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## **SECTION – III**

# **INSTRUCTION TO BIDDERS**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



## **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 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.

## **2 IMPORTANT POINTS TO BE NOTED**

- 2.1 Bidder to submit duly filled, stamped & signed copy of Integrity Pact along with the offer as per format provided in Annexure-2.

**Earnest Money Deposit (EMD): Rs 95,230/- (Rupees Ninety Five Thousand Two Hundred Thirty Only )** in Online Mode only by Net banking/RTGS/NEFT 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.

- 2.1.1 **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.

- 2.1.2 **Exceptions:** The following categories of tenderers are exempted from EMD; Necessary Provisions shall be made in Tender Documents:

- Vendors registered with National Small Scale Industries Corporation (NSIC)
- Vendors registered as MSME on procurement of Goods and Services.

For this purpose, a copy of the registration certificate should be submitted

- 2.1.3 **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

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to the Vendor / Contractor (successful bidder) after its submission of the security deposit of required amount and in stipulated time.

- 2.2 Price Bid Opening: Will be intimated later to the techno-commercially acceptable bidders.
- 2.3 The hard copy of techno-commercial offers submitted by bidders shall be either neatly spiral bounded or hard bounded. Offers submitted in loose/stapled papers will not be accepted.

**3 Tender Processing Fees-Rs 1000/-(Rupees One Thousand Only )**

**4 BIDDING DOCUMENTS**

- 4.1 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 DUE DATE FOR SUBMISSION OF BIDS**

- 5.1 As indicated in item clause no. 2 above, the bid is to be submitted online at e-tendering portal <https://assamtenders.gov.in/nicgep/app> on or before the bid due date and time. The hard copies of the unprice bid must be received by the designated authority within 7(seven) days from the bid due date & time.
- 5.2 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.
- 5.3 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.

**6 MODIFICATION & WITHDRAWAL OF BIDS**

- 6.1 The bidder may resubmit his bid more than once but the e-tendering system will consider the latest submitted bid.
- 6.2 The e-tendering system will give acknowledgement on valid submission of Bid.

**7 LATE BIDS**

- 7.1 The e-tendering system will not accept any bid after due date and time.



## **8 BID VALIDITY**

- 8.1 Bids shall remain valid for 6(six) months from the date of Un-priced Bid Opening.
- 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 EVALUATION CRITERIA**

- 9.1 Bid Evaluation Criteria is covered under Section - IV - "Bid Evaluation Criteria & Price Evaluation".

## **10 BID REJECTION CRITERIA**

- 10.1 Prior to detailed bid evaluation, APL 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 APLs 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. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by APL.
- 10.2 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. 9.1 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) Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.
  - (h) Submission of prices with erasures or corrections or using white fluids.
  - (i) Submission of Prices / rates in SOQ / SOR in un-priced bid.**
  - (j) Rejection note as mentioned under various clauses of this ENQUIRY document

## **11 CLARIFICATIONS ON BID**

- 11.1 Clarifications that the Bidder needs to have on the ENQUIRY specification can be sought from APL in writing before Pre-bid Meeting date.



- 11.2 Bidders requesting clarifications beyond Pre-bid Meeting date will not be entertained. Non-receipt of clarifications from APL for queries raised beyond Pre-bid Meeting date will not be considered for extension of time to submit the bid.
- 11.3 All such correspondence shall be routed to the address mentioned in Sl. No. 2.0 (j) of IFB highlighting in Subject "Clarifications for Tender No. **APL/C&P/Proj/Maint (M)/22-23/120** , Written queries only shall be replied.

## **12 OPENING OF TECHNICAL & UN-PRICED COMMERCIAL BIDS**

- 12.1 Technical and unpriced commercial bids shall be opened at the Office mentioned in Clause No. 2.0 (h) of IFB online on the due date and time as mentioned in Clause no. 2.0 (g). 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 unpriced bid opening, their un priced bid will not be opened.

## **13 OPENING OF PRICE BIDS**

- 13.1 Techno-Commercially acceptable bidders will be shortlisted by APL for opening of price part of their bids. Date and time for opening of price bids will be informed to the shortlisted bidders subsequently in e-tendering portal <https://assamtenders.gov.in/nicgep/app>. Price bid shall be opened online at the Office mentioned in Clause No. 1.0 (h) of IFB online. 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.

## **14 COMPLETE SCOPE OF WORK**

- 14.1 The complete scope of supplies has been defined in Section – II "Scope of Work" . Only those bidders who take complete responsibility and who bid for the individual itemwise total scope of work as contained in the bidding document shall be considered for further evaluation.

## **15 AMENDMENT OF BIDDING DOCUMENTS**

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- 15.1 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.
- 15.2 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](http://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.
- 15.3 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.

## **16 SITE LOCATION / SITE VISIT**

- 16.1 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.

## **17 BIDDING DOCUMENTS AND DEVIATIONS**

- 17.1 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. Bidders has to submit declaration in their Letter Head for "No Deviation" Confirmation as per Annexure – 7.

## **18 LANGUAGE OF BIDS**

- 18.1 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/TCE, shall be written in English language only.
- 18.2 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.

## **19 PRICE BID / Schedule of Rates**

- 19.1 The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".
- 19.2 Bidders shall quote indicating basic cost (inclusive of all taxes, duties, levies, royalties, octroi applicable, packing & forwarding charges, transportation charges etc. but exclusive of GST) in priced bid only. GST shall be quoted separately in Un-priced bid only.



- 19.3 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.
- 19.4 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.
- 19.5 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
- 19.6 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, royalties, orders and formalities applicable to Goods & Service tax (GST) on the import, manufacture, sale and/or supply of any material to APL and performance of the works under the Contract. The supplier/contractor shall keep APL 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.
- 19.7 In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering

## **20 DIGITAL SIGNATURE**

- 20.1 All documents of Un-priced Bid and Price Bid uploaded in e-tendering portal should be digitally signed.

## **21 CORRECTIONS AND ERASURES**

- 21.1 Bidders are required to fill in the TENDER documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the TENDER papers.
- 21.2 Un-priced Bid: In case any corrections are required, the original writings shall be neatly cut/ penned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or the like is permitted. In case any erasure using 'white correcting fluid' is found, the BID may be liable to be rejected. All cuttings/ corrections/ alterations shall be signed in full by the BIDDER with date. Numerical figures shall be written both in figures as well in words.
- 21.3 Priced bid shall not contain interlineations, erasures or overwriting.

## **22 CLARIFICATIONS ON BIDS**

- 22.1 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.

## **23 TECHNO-COMMERCIAL EXAMINATION OF BIDS**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
- 23.5 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 LOA / WO will be issued to them.

## **24 REBATE**

- 24.1 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.

## **25 CONTACTING APL**

- 25.1 A bidder shall not contact APL on any matter relating to his bid from the time of bid opening to the time, that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence APL in APL's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.

## **26 APL'S RIGHT TO ACCEPT/REJECT BIDS**

- 26.1 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.
- 26.2 APL shall not be obliged to award the Order / Contract to the lowest evaluated bidder if AP 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.

**27 PREPARATION OF BIDS - TWO BID SYSTEM**

- 27.1 The bidder is required to prepare bid in a format as outlined in Checklist for Submission of Bid” in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

**28 CONFIDENTIALITY OF DOCUMENTS**

- 28.1 Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to APL.

**29 SUBMISSION OF BIDS**

- 29.1 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 in Sl. No. 1.0 (f) of IFB.

- 29.2 Cover containing documents as per clause no. 28 and Checklist for online Submission of Bid”:

**a) Cover No. 1 : “Fee/PreQual/Technical”**

- i. File 1 - EMD + Integrity Pact
- ii. File 2 – “TECHNO-COMMERCIAL / UN-PRICED BID” shall contain the following:
  - a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with EMD details.
  - b. 'Bidder's General Information', as per 'Annexure - 3'.
  - c. 'Bid Form', as per 'Annexure – 4'
  - d. Copies of documents, as required in Annexure - 5'
  - e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning **quoted / not quoted** (as applicable) written against each item.
  - f. 'Letter of Authority' on the Letter Head, as per 'Annexure - 6'
  - g. 'No Deviation Confirmation', as per 'Annexure - 7'
  - h. 'Bidder's Declaration regarding Bankruptcy', in 'Annexure - 8'
  - i. 'Agreed Terms and Conditions', as per 'Annexure - 9'
  - j. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
  - k. Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
  - l. Any other information/details required as per Bidding Document
  - m. All forms and Formats including Annexures.
  - n. Tender Document duly signed/ digitally signed by the Authorized Signatory.
  - o. Copy of Power of Attorney

**b) Cover No. 2: “Price Bid”**

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- i. Price Bid containing Schedule of Rates & Quantities with duly filled prices in Original to be uploaded online in Microsoft Excel File as per format provided.
- ii. The bidders shall ensure submission of prices without any errors.
- iii. Pricing information shall NOT be included in the “Fee/PreQual/Technical” part of the Tender. Bidders shall ensure that no pricing information of any type is shown in their “Fee/PreQual/Technical”. **The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.**

29.3 Bidder shall indicate Taxes and duties in Annexure - 9 “Agreed Terms & Conditions”.

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

### **30 OTHER DOCUMENTS & REQUIREMENTS**

The Bid, as submitted will consist of the following:

- 30.1 Complete Set of TENDER documents duly filled in, signed and stamped by the bidder as prescribed in different clauses of TENDER documents.
- 30.2 Power of Attorney or a true copy thereof, duly attested by Gazetted Officer in case a representative that has signed the TENDER is a person not competent / authorized and bind the bidder.

### **30 E-TENDERING REQUIREMENTS & GUIDELINES**

- 30.1 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).
- 30.2 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.
- 30.3 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.

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- 30.4 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.
- 30.5 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.
- 30.6 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 uprice bid along with the EMD is to be send to the address mentioned Clause 2.0 (f) of IFB within 7(seven) days from unpriced bid due date and time.
- 30.7 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.
- 30.8 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.
- 30.9 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.
- 30.10 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.
- 30.11 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.



- 30.12 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.
- 30.13 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.**
- 30.14 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.
- 30.15 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.
- 30.16 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.
- 30.17 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.
- 30.18 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.
- 30.19 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 30.20 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.



- 30.21 The bidding document that is downloaded shall be submitted on-line as per the procedure stipulated in the website along with the digital signature. The bidding document shall not be transferred to any other agency. The digital signature shall be considered as your confirmation that you have read and accepted all the conditions laid down in the Tender Documents. Physical hard copies of Techno – Commercial Documents must also be submitted through Post/ Courier/ or in person within 7(seven) days from Bid due date & time (All documents excluding PRICE BID).



## **SECTION – IV**

# **BID EVALUATION CRITERIA & PRICE BID EVALUATION METHODOLOGY**



## **A. BIDS EVALUATION CRITERIA**

### **1. BEC - Technical: (as a single bidder)**

1.1 Bidder must have executed at least one (01) single contract of 'similar nature' in any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company in previous seven (07) years to be reckoned from the due date of un-priced bid opening.

NB:

i) **'executed'** means fully executed or completed.

ii) **Definition of 'similar nature':** Assistance in Mechanical Maintenance Activities in any chemical/petrochemical/refinery/oil & gas /power plant /fertilizer plant etc

1.2 If the bidder is executing a similar service contract which is still running and the contract VALUE executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned in the BEC above at Sr. no. 1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user /owner/authorized consultant of the owner.

1.3 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.

### **2. BEC - Financial: (as a single bidder)**

2.0 **TURN OVER:** The Average Annual Turnover of the bidder must have 30 % of estimated amount in any of the 3 (Three) previous audited financial years ending on 31st March 2022, i.e FY2021-22, 2020-21 & 2019-20.

2.1 **NET WORTH:** Net Worth of the bidder should be positive as per the last audited financial statement. i.e. FY: 2021-2022. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2021-22 i.e. FY: 2020-21 along with un-priced bid. Accordingly, Net worth of the bidder for the FY: 2020-2021 shall be considered.

**2.2 WORKING CAPITAL:** The bidder should have minimum working capital of value Rs. 11.90lakh as per the last audited financial statement for the year. i.e. FY: 2021-22. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2021-22 i.e. FY: 2020-21 along with un-priced bid.. Accordingly, working capital of the bidder for the FY: 2020-2021 shall be considered.

If the bidder's working capital is negative or inadequate as per BEC clause no. 2.2, the bidder shall submit/upload a letter from the bidder's bank as per 'Annexure – 11', having net worth not less than 1 crore, confirming the availability of the line of credit for at least Rs. 11.90 lakh as mentioned above.

**3. Documents/Documentary Evidence required** to be uploaded (submitted) in e-tender portal by bidder along with the other bid documents for qualifying the BEC mentioned at Sr. no. 1 & 2:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	1	<b>Technical Experience Criteria – Document</b> <b>[All documents to be submitted must <u>be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]</b>	
1.	1.1	Experience against execution of order/ contract	Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed and completed towards "Definition of Similar Work)along with the details of SOR items & scope of work. Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point "(a)" above. The Completion Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.

2	1.2	Experience against execution of running Contract	Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1 along with the details of SOR items & scope of work.  Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point "(a)" above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1 above. The execution certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work/Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user / owner / authorized consultant.
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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	2	<b>Financial Experience Criteria – Document</b> [All audited financial statements/documents (balance sheet and profit & loss account statement under 2.1, 2.2 & 2.3 of above BEC) to be uploaded (submitted) must be <b><u>duly Certified/attested by Notary public with legible stamp</u></b> ]	
3.	2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 2.1.
4.	2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. 2.2.
5.	2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. 2.3.
6.		Format, F- 16	"Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed 'Annexure – 12' (of tender document) duly signed and stamped by a Chartered Accountant only.

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL



**Notes to above Bid Evaluation Criteria (Serial no. 1 of BEC):**

- i) A Job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- ii) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above at BEC sl. no. 1.1, then the value of such qualifying work [out of total quantity of composite work shall only be considered for the purpose of evaluation.
- iii) Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from the end user by such bidder along with other specified documents.
- iv) Only documents (Work Order, Completion certificate, Execution certificate, etc.) which have been referred / specified in the bid shall be considered in reply to queries (if any) during evaluation of Bids.
- v) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by APL.
- vi) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for bid submission.

**B. METHODOLOGY FOR EVALUATION OF BIDS**

2.3 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on **overall basis** shall be considered excluding GST.

2.4 In case of a tie at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.

**CPBG: The following CPBG clause shall be incorporated in tender document**

The contract performance security shall be 10% of Total Order / Contract Value (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA / notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

NOTE TO "BID EVALUATION CRITERIA [BEC]

**[FOR STRICT COMPLIANCE]**

BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES / DOCUMENTS / INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.



## **SECTION – V**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

**Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL**



## 1. INTRODUCTION

Assam Petrochemicals Limited is situated at Namrup, Dibrugarh District in the state of Assam and the nearest railway station is at Namrup. The Plant is under project phase and is proposed to produce 500TPD of Methanol from Natural Gas which shall be transported through pipeline from Duliajan.

## 2. DEFINITIONS

The “CONTRACT” means the documents forming tender papers, the offer and relevant correspondence thereafter, Letter of Intent and formal agreement executed between APL and contractor/agency(s), together shall be deemed to form the ‘contract’ and shall be complementary to one another.

“APL” shall mean Assam Petrochemicals Limited, having its registered office at 4th Floor, Orion Place, Bhangagarh, G.S. Road, Guwahati 781005 and Project Office at Namrup, P.O. Parbatpur, 786623, District: Dibrugarh, which expression shall include its legal representatives, successors, assigns and representatives.

The expression “Vendor / Contractor / Bidder” shall mean the Agency selected by the employer for the execution of the subject work and shall include the legal heirs, successors and permitted assignees of the said Agency.

The “Engineer-in-Charge” shall mean the personnel of M/s APL, who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.

The “Authorized Representative” shall mean any personnel of M/s APL, authorized to administer the said contract as per laid down terms and conditions.

“SCHEDULE OF RATES” means the Schedule of rates attached with these Tender documents as per (SOR sheet).

Bidders are required to quote strictly as per enclosed ‘Schedule of Rates’ as specified in the Scope of Work.

## 3. LOCATION:

Assam Petrochemicals Limited, Namrup  
Nearest Airport: Dibrugarh, Mohanbari Airport / 65 km.  
Nearest Railway station: Namrup

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#### **4. DURATION OF CONTRACT:**

The duration of contract shall be months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be as the date of award of the FOI/LOA/PO to the Contractor/Bidder. The Contract may further be extended for a period of maximum three months on same rates, terms and conditions at the sole discretion of APL.

#### **5. CONTRACTUAL OBLIGATIONS:**

The contractor / agency will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by their personals to the equipment/property/personnel of APL or its authorized occupants. He shall also be responsible for any claim/injuries sustained by any third party(s) including its own life/injuries/property etc.

The contractor / agency should ensure that the manpower so deputed under the contract should abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. The contractor / agency and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of APL that may prejudice the interests of APL. Contractor / agency shall also ensure to engage persons by him whose character and antecedents have been got verified by him and give a certificate in this regard to APL along with any change of its staff.

The personnel to be deputed imparting services by the contractor for carrying APL's contractual obligations shall maintain punctuality and discipline. If any person(s) engaged by the contractor / agency is found to be undisciplined and / or is misbehaving with APL's officers/staff/authorized representatives and is under the influence of any intoxicant, APL may ask the contractor / agency or his authorized representative to replace such person(s) failing which the person(s) may not be accepted for duty of APL. The time lost due to such eventualities shall be entirely to the contractor / agency's risk and cost and shall attract liquidated damages under this contract.

The contractor/agency shall be exclusively liable for non-compliance of the provision of any acts, laws, rules and regulations towards engagement of labour(s)/worker(s), directly or indirectly for execution of the work under the contract.

The contractor/agency shall ensure that its person(s) refrain from smoking or carrying any inflammable substances etc. at the installations, camp stations, stores yards, etc. while on duty with APL. The contractor/agency's employees(s) shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with APL as per directions of the representatives of APL at the work site.



The contractor/agency (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary license/permissions from the concerned authorities as provided under the Labour Law legislations.

The contractor/agency shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act 1948. The Payment of Wages Act 1936, the Workmen's Compensation Act, 1923, the relevant Shop and Commercial Establishment Act, the Contract Labour (Regulation and Abolition), Payment of Bonus Act and other relevant Acts, Rules and Regulations in force and as are amended from time to time and are in force in the State of hiring.

The contractor/agency shall be responsible for necessary contributions towards, PF, Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering service(s) to APL and shall deposit the required amount(s) with the concerned statutory authority and shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contributions to the Provident fund. The contractor/agency shall also be responsible for payment of any administrative/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of APL under the contract. The contractor/agency shall regularly submit all relevant records/documents in this regard to APL's representative for verification and upon such satisfactions only, APL will allow payment of bills.

The contractor/agency shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the preceding month to the personnel deployed by him. The contractor/agency shall be directly responsible and indemnify APL against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of the personnel deployed by him.

The contractor/agency shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor/agency.

The contractor/agency shall ensure regular and effective supervision of the other personnel deployed by him through his supervisor/authorized representative.

## **6. PRICE BASIS:**

The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation whatsoever on any account shall be payable under the contract. Therefore, the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labor/manpower during the period of the Contract. No reimbursement/refund

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whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower deployed under the subject contract.

In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges. APL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

The rates should be quoted in the schedule of rates (SOR) as enclosed.

Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.

The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.

The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full, in accordance with the Terms & Conditions of the Bid Documents.

## **7. MOBILIZATION PERIOD**

1. Immediate Mobilization required from the date of award of contract or intimation from EIC. No mobilization advance shall be payable by APL on this account. In case the Contractor/bidder is not able to mobilize the services, within the time as specified by Engineer-In-Charge a penalty @₹10,000/- per day shall be imposed on the Contractor/bidder.
2. The following documents have to be submitted before start of the contract.
  - a. The contract agreement long with Insurance policy of deputed contract employees.
  - b. The essential Qualification and experience certificate of deputed contract employees.
  - c. All required documents have to be submitted for Gate Pass.
3. The contractor shall mobilize his crew, tools & tackles, materials, equipment, etc. which have been mentioned below for undertaking the contractual obligation at the commencement of the contract within seven days period after placement of FOI/FOA/PO by APL.
4. The services can be requisitioned any time round the clock as and when desired by the Engineer-In-charge. Any delay in mobilization shall attract penalty as per the Terms and Conditions of the Contract.



## **8. RESPONSIBILITIES OF THE CONTRACTOR:**

1. **Local Conditions:** Each bidder must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. In their own interest, the foreign bidders are particular requested to familiarize themselves with the statutory labour enactments, state laws & memorandum of settlement, if any.
2. The company shall not entertain any request for clarification from the bidder, regarding such local conditions.
3. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws/conditions/MOS, if any.
5. The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category of work for which list of such persons will be provided by the authorized persons of APL Authorities. The name of the Authorized person will be notified to the contractor by APL Authority from time to time. So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to the PAPs and local persons fulfilling the technical requirement of the job/work. While engaging the contractual manpower, contractors are required to make efforts to provide opportunities of employment to the people belonging to Schedule Castes and weaker sections for the society also in order to have a fair representation of these sections.
6. The service provider shall submit a list of his personnel to be deployed by him after award of contract along with details of qualification and experience. It shall be the responsibility of the service provider to provide police verification documents of those proposed personnel to the Engineer-in-charge (EIC) before their deployment under this contract. EIC reserves the right to accept deployment of any person and reserves the right to verify the antecedents of any person and/or reject any of the service provider's personnel. APL shall be at liberty not to allow entry into its premises any of the workers whose activities appear to be prejudicial to the safety, security or other interest of the company. The contract Personnel shall enter the APL Premises only with Photo Passes/ID Card.
7. The vendor has to ensure Police Verification of all their staff before they are deployed at the premises of APL.
8. The contract shall be valid initially for a period of **04(Four) months** from the date of execution of formal agreement/issue of work order/fax of indent, whichever is issued earlier. The contract can be further extended on mutual consent on the same terms and conditions.



9. The contractor will be solely responsible for any loss, damage to APL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the contractor/his personnel in that case cost of the said item(s) shall be recovered from the party on the prevailing 'market rates' as desired by "EIC".
10. The personnel engaged by the contractor will have nothing to do with APL directly or indirectly and the contractor shall be their 'Employer'. They will also not work elsewhere during the period engaged by him; APL shall have no liability whatsoever concerning contractor's employees.
11. In case it is felt by the authorized officer of APL that any person or supervisor of the contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the contractor.
12. The contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
13. The contractor shall use the premises only for the purpose of this contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of APL in writing.
14. The contractor shall work under the supervision of the "EIC" or authorized officer(s) of APL, as may be nominated from time to time. The contractor shall be deemed to be in possession, sole, exclusive or otherwise of the premises or any part thereof, which shall always be in the exclusive possession & control of APL.
15. Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of APL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to APL in this respect and contractor shall suitably consider the same in their bid.

**9. PAYMENT TERMS:**

*Payment of the Monthly bill duly certified by Engineer-in-charge shall be made within 30 days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the company..*

*However, the contractor may ensure that the bills are submitted only after the disbursement of wages and other dues to the contract labours in line with the various labour/ industrial laws.*

*Copy of Wage Sheet, PF and ESIC latest Challans along with ECR Copy of PF should be enclosed with the running bills.*

**10. JURISDICTION:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Dibrugarh for the purpose of disputes, actions and proceedings arising out of the CONTRACT, the court at Dibrugarh only will have the jurisdiction to hear and decide such disputes, actions and proceeding.

**11. ENGINEER-IN-CHARGE(EIC):**

The "EIC" shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the tender document. The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the "EIC" whose decision shall be final and binding on the contractor. The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work" and/or "SOR" shall be final and binding on the contractor. The "EIC" shall be authorized to impose penalty for all deviation of contract as per Penalty Clause of the Contract. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

**12. WORKING AREAS**

Working area will be in all the Units in APL

**13. WORKING TIMINGS:**

Working of the workers will be in shifts of 12(Twelve) Hrs. The shift duty timings will be decided by the Engineer-in-Charge as per requirement.

The Contractor has to arrange local conveyance for change over of shifts.

**14. LABOUR LAW RELATED CLAUSES OF TENDER:**

Responsibilities of the Contractor for compliance with Labour/Industrial laws:

The contractor has to pay following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in APL:

A.

S.N	Wagecomponent	Rates
A	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher). That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 10th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of release of their R.A bills.
B	Non-Statutory Allowance	In addition to the Minimum Wages, the contract workers to get an additional Non-statutory allowances @ 16% of the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of APL.
C	PF Contribution including EDLI & Administrative Charges	13.00% of Minimum Wages
D	Employee State Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923	3.25% of Gross wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86 lacs per contract worker.

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	& Employee's Compensation Act 2010	
E	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of Rs.7000.00 or minimum wages whichever is higher. (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted).
F	Leave wages as per factory Act/Rule	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
G	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and Amendment 2016
H	Death Gratuity	Gratuity will be payable only in case of death or permanent disablement during the currency of contract as per the provision of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.
I	National Holidays:	That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).
J	Festival Holidays:	That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day)
K	Shift Allowances/Overtime	Shall be paid as per Rule .
L	Employment Card:	That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made there under without fail. Employment Card to be issued immediately on joining to their respective workers.
M	Issuance of Wage Slip:	That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.
N	Health Check-up	Every Contractor has to undertake his worker health checkup as per the factory act and Assam Factory rule and submit report to the EIC.

- B. The contractor shall have his own PF Code No. with the RPFC as required under Employee & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme 1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme 1995. Contractor to generate UAN No. for all his

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- C. The contractor shall have his own ESI Code No. Allotted by Employee State Insurance Corporation(ESIC) as required under Employee State Insurance Act1948. In case the premises / worksite is not covered under ESIC, contractor to obtain a suitable workmanship policy in line with the coverage of Employees Compensation Act, 2010.
- D. The contractor shall submit the Challans along with bank receipts/bank statement on monthly basis for the proof of PF contribution with RPFC and ESI Contribution with ESIC.
- E. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Licensing Officer i.e RLC (Central), Ministry of Labor, Govt. of India at Dibrugarh.
- F. The contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor(R&A)Act,1970, Minimum Wages Act, 1948, Payment of wages act 1936, Employee's Compensation Act 1923, and other relevant acts, rules and regulations enforced from time to time.
- G. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- H. The contractor shall be solely responsible and indemnify the APL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- I. The contractor shall indemnify APL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- J. All personnel deployed by the contractor should be on the rolls of the contractor.
- K. No contractor worker below the age of 18 years shall be deployed on the work.
- L. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- M. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of APL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction whenever required.
- N. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.  
Also, the contractor should obtain entry passes from Security Dept. through ENGINEER-IN-CHARGE for his employees.
- O. Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
- P. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct, etc. is violated. The contractor shall indemnify APL for any action brought against him for violation, non-compliance of any act, rules & regulation of center/ state/ local statutory authorities.
- Q. All existing and amended Security and Safety / Fire Rules of APL are to be followed at the worksite.
- R. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act1948 and Payment of Wages Act1936.

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- S. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify APL from such liabilities.
- T. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract manpower engaged by him from the Corporation.
- U. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/persons deployed from a Civil Govt. Doctor.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Plant Premises. If found under the influence of above, the owner/ APL will terminate the contract immediately and may refer the case to police.
- W. The contractor hereby agrees to indemnify owner / APL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/APL.
- X. Following documents shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract:

**Y. Immediately after issuance/receiving of Letter of Intent(LOI):**

1. Application for issuance of Form-V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. List of persons along with designation, Employee No., PF account, ESI card No. Insurance coverage No. etc.
4. Copies of Appointment Letters to the persons to be engaged in APL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in APL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance(ESI) registration certificate issued by Employee State Insurance Corporation.
8. Copies of ESI Identity Card of persons to be engaged in APL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. At the time of submission of monthly bills:
  - i. Copy of wage register duly certified by authorized representative of the contractor and APL certify in gas "Certified that the amount shown in the column no. has been paid to the workman concerned in my presence on----(date) at (place)".
  - ii. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
  - iii. Copy of Electronic Challan cum Return (ECR)/Electronic Return for the proof

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- of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.
10. Registers are to be maintained by the contractor:
    - a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936: During the currency of the contract, the contractor has to maintain registers like:
      1. Muster Roll in FORM-XVIII
      2. Register of workmen in FORM-XIII
      3. Wage Register in FORM-XVII
      4. Register of Deductions in FORM-XX
      5. Register of Overtime in FORM-XXIII
      6. Register of Fines in FORM-XVI
      7. Register of advances in FORM-XXII
      8. Issuance and maintenance of Wage Slip in FORM XIX.
      9. Issuance of valid Identity Card by the contractor in FORM XIV.
    - b. Employee State Insurance Act, 1948: During the currency of Contract, the contractor has to maintain registers like:
      - Register of employees in Form-6
      - Accident Book in Form-11
    - c. At the time of closure of contract:
      1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying APL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments. Performa Indemnity Bond is provided at clause 12.0.
  - Z. Contactor shall ensure:
    - Rest Day payment to the workers to be paid by the contractor.
    - Shift Allowance to be paid to the workers by the contractor.
    - Health Check-up of the workers to be done one time annually.
    - Holiday payment for 7 days to be paid to the workers by the contractors.

## 15. PENALTY:

- 15.1 In case of non-compliance of contract clause with respect to mobilization, execution, quality, safety and other statutory requirement to the full satisfaction of Engineer-In-Charge, the EIC may at his discretion impose a penalty at the rate of 0.5 % of the total contract value per week or part thereof, subject to a maximum 5 % of the total contract value.
- 15.2 If required numbers of services are not provided in any shift or the required quantity of manpower as per SOR, an amount twice the SOR rate against the corresponding SOR on prorated basis will be deducted from the RA bills. This amount will be over and above the limit of 5% of the total contract value.
- 15.3 If after mobilization of required manpower as per SOR, any manpower leaves or remain absconding from the site without information and the contractor fails to fulfill the void space

- within 15days, an amount equal to 30 man-days of the respective category per manpower will be deducted from the monthly RA bills.
- 15.4 During the contract period if any manpower wants to leave the site, contractor will have to ensure that intimation to APL in advance of 1 months period is received, failing which penalty under clause no. 12.3 will be applicable in their next monthly bill.
- 15.5 Boiler proficiency certificates of Boiler Attendant issued by IBR authority other than Assam State will have to be endorsed by the IBR authority Assam. The responsibility of endorsement of the boiler proficiency certificate shall be of contractor & the same shall be comply within one month of the Deployment of the candidate failing of which will result a penalty of Rs.100/day/candidate.
- 15.6 PENALTY FOR NON SUBMISSION OF VARIOUS DOCUMENTS AS FOLLOWS.
- 15.6.1 Contractor has to submit a valid PF Code no., computerized ESI card and valid labour license (if applicable) within a maximum time period of One month from the date of LOA/PO/LOI/FOI, failing which a penalty of Rs.10000/- shall be deducted from the RA Bills of the contractor permonth after lapse of One Months from the date of start of the contract, apart from penalty as per provisions of the statutory legislations.
- 15.6.2 Contractor has to submit proper PF challan, containing names of each of the Contract workmen along with reimbursement schedule or else APL will not be liable to release the payment to the contractor and penalty as mentioned above will be imposed on the Contractor and same will be deducted from the RA Bills of the Contractor every month, after the LAPSE OF ONE months from the date of start of the Contract.
- 15.7 PENALTY FOR NON-PAYMENT OF MINIMUM WAGES.  
 Penalty of ₹ 5000/ day shall be imposed on monthly running bill in any of the following cases:
- Delay in payment of wages by the stipulated time period i.e. latest by 7<sup>th</sup> of subsequent Month.
  - Non payment of minimum wages to each and every contractor deployed labour/manpower within the stipulated time period i.e. latest by 7<sup>th</sup> of subsequent month. at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati from time to time. This deduction shall be apart from the compensation of delay for the reason mentioned in clause (a) above.

15.8 PENALTY FOR NOT PROVIDING UNIFORM OR SAFETY GEARS:

The Contractor has to provide 2 pairs of uniform/worker each year. In addition PPE like safety shoe/Hand Gloves/Face Mask/Boiler Suit etc. to be provided for safe operation in work place. Penalty of Rs.500.00 per day shall be imposed on monthly running bill in each case if the contractor fails to provide either uniform or safety gears to the persons employed by him for this contract.

15.9 PENALTY FOR NOT PROVIDING GENERAL TOOLS and TACKLES AND MEASURING INSTRUMENTS:

General tools and tackles and measuring instruments have to be provided to each and every group/ team of technician and helper as laid down at SECTION- 7, Subsection-7.6 of the SCC. If the Contractor fails to provide the same within 30 days from the Date of LOA/PO/FOI, a penalty of



Rs.10000/= per month shall be applicable. The period of penalty shall be counted after 30 days from the date of LOI/PO till the instruments/tools & tackles are made available at site.

**16.PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES**

Contractor has to disburse the wages to their employees including supervisor through e-Banking / account payee Cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labor Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit a proof of payment to all his employees along with the RA bill of subsequent months.

## 17. **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

### 1. **SCOPE**

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) /legislation(s).

### 2. **REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT[HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.0 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.1 The Contractor shall ensure that the APL's 'Health, Safety and Environment [HSE]'requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.2 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.3 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by APL / external agency authorized by APL, shall be complied by Contractor and its report to be submitted to APL.
- 2.4 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, APL may impose stoppage of work and as suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with APL.
- 2.5 All fatal accidents and other personnel accidents shall be investigated for root cause by APL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.6 Contractor shall ensure that all their staffs and workers, including their sub- Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.7 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.8 All equipment should be tested and certified for its capacity before use.
- 2.9 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.10 All persons deployed at site shall be knowledgeable of and comply with the environmental

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
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- laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of APL.
- 2.11 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
  - 2.12 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
  - 2.13 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by APL.

### RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 -1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 -1986 [Part-II]	Leather Safety Boots & Shoes
557 –1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 –1978	Eye Protectors
167 –1979	Ear Protectors
521 –1983	Industrial Safety Belts & Harnesses

Relievers are included in above required resources.

- Any additional deployment of resources if required shall be provided by the contractor in case it is established that there is a need for such deployment without any cost implication to APL. The decision of APL shall be final & binding.
- Bidder shall not change his representative at site without prior written approval of APL.
- Bidder shall promptly replace any personnel not found suitable or acceptable to APL.



## SECTION – VI

### **SCHEDULES OF RATES (SOR)**

**(To be uploaded in Cover No. 1 “Fee/PreQual/Technical” ( File 2 -  
“TECHNO-COMMERCIAL / UN-PRICED BID”))**

*[Do not quote here. Only confirm that you have uploaded the Priced SOR as per  
this format in Cover No. 2 (“**Price Bid**”)]*

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### SCHEDULE OF RATES

Sl No	Description of Items	UOM	Quantity	Rate	Amount
1	Millwright Fitter/Machine Fitter ( 4 Nos )	Rate per 12 Hours	480		
2	Pipe Fitter ( 2 Nos )	Rate per 12 Hours	240		
3	Argon Welder ( 1 No )	Rate per 12 Hours	120		
4	Arc Welder ( 1 No )	Rate per 12 Hours	120		
5	Grinder ( 2 Nos )	Rate per 12 Hours	240		
6	Gas cutter ( 2 Nos )	Rate per 12 Hours	240		
7	Rigger (12 Nos)	Rate per 12 Hours	1440		
8	Helper (16 Nos )	Rate per 12 Hours	1920		

**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

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
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- I. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- II. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- III. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.



## **SECTION – VII**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

**(General Conditions of Contract (GCC) is available in the Tender Documents as a separate FILE)**



## **SECTION – VIII**

### **ANNEXURES**

**Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL**

**Annexure-1****PROFORMA FOR EMD**

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, G.S. Road, 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 fulfillment by the said Tenderer(s) of the terms and conditions contained in the said tender..... for .....on production of bank guarantee for an amount of Rs. .... only.

We ..... Bank hereinafter referred to as 'the bank' do hereby undertake to pay to the owner and amount not exceeding Rs. .... 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 Rs. .... 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 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

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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 Rs. .... only.

b. This guarantee shall be valid upto \_\_\_\_\_.

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



**Annexure - 2**

**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.

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**

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(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.

(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**

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL



- (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 Sub-contractors / 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)**

- (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-con tractor with confidentiality.
- (4) In case of tenders having an estimated value of more than 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 MD 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 MD of the Principal substantiated suspicion of an offence under the IPC / PC Act and the MD 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.

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 MD 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.

---

FOR THE PRINCIPAL

---

BIDDER/CONTRACTOR

FOR

THE

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**ASSAM PETRO-CHEMICALS LIMITED**

(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company  
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

**Tender No. : APL/C&P/Proj /Maint (M) /22-23/120**

WITNESS 1

WITNESS 2

Place : \_\_\_\_\_

Place : \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL

**Annexure - 3****BIDDER'S GENERAL INFORMATION**

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&amp;P/Proj /Maint (M) /22-23/120

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship      Firm/Partnership firm/Limited/Others If Others Specify:_____ [Enclose
3	Name of Proprietor/Partners/Director of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Telephone Number [Mobile & Landline]	<div>(Country Code)      (Area Code)</div> <div>(TelephoneNo.)</div>

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



9	E-mail address	
10	Website	
11	Fax Number:	<div style="border-bottom: 1px solid black; width: 100%;"></div> (Country Code) (Area Code) (TelephoneNo.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
22	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
23	Type of Micro/Small Enterprise	General/ SC / ST (Bidder will submit documentary evidence for the same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized

Signatory of Bidder] Date:

Name:

Designation:

Seal:

Tender for MANPOWER SUPPLY WITH TOOLS &amp; TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL



**Annexure - 4**

**BID FORM**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

Dear Sir,

After examining / reviewing the Bidding Documents for  
the tender  
of“ \_\_\_\_\_ ”

including Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR/BOQ]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos.

\_\_\_\_\_.

We confirm that this Bid is valid for a period of "six [06] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**Annexure - 5**

**LIST OF ENCLOSURES**

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed “Annexure – 12’. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2021-22 is not audited on the due date of ‘submission of bid/bid closing date’, Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2021-22 is not audited on the due date of ‘submission of bid/bid closing date’ duly signed and stamped by a **Chartered Accountant** with Membership Number
3. Document showing Financial Situation Information as sought in enclosed ‘Annexure – 12’.
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder’s claim of meeting Technical Criteria.
6. EMD / Bid Bond\*
7. Power of Attorney\*
8. Duly certified document from chartered engineer and or chartered accountant.

Note:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



\* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:  
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**Annexure - 6**

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

(1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

(2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of

Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**bind** the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to APL.



**Annexure - 7**

**“NO DEVIATION” CONFIRMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:  
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**Annexure - 8**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT  
RECEIVERSHIP**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

Dear Sir,

We hereby confirm that we are not on 'Holiday' by APL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Assam Petro-chemicals Limited.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of APL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to APL by us.

Place: [Signature of Authorized Signatory of  
Bidder]

Date: Name:  
Designation:  
Seal:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL

**Annexure - 9****AGREED TERMS & CONDITIONS**

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&amp;P/Proj /Maint (M) /22-23/120

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	.....%age
c	IGST	.....
d	Cess (if any)	.....%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
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5.	<p>i) Confirm acceptance of relevant Terms of Payments specified in the Bid Document.</p> <p>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.</p>	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	<p>a) Confirm acceptance of all terms and conditions of Bid Document (all sections).</p> <p>b) Confirm that printed terms and conditions of bidder are not applicable.</p>	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	<p>Please furnish EMD/Bid Security details :</p> <p>a) EMD/ Bid Security No. &amp; date</p> <p>b) Value</p> <p>c) Validity</p>	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	

**Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR MAINTENANCE WORK AT APL**



17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder <b>falls under MSE Act.</b>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
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**Annexure - 10****BIDDER'S EXPERIENCE**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR  
REGULAR MAINTENANCE WORK AT APL**

Tender No – APL/C&P/Proj /Maint (M) /22-23/120

Dear Sir,

The below mentioned minimum numbers of equipments must be with the contractor which he intends to deploy at site during the peak period.

Sr. No.	Description of Equipments	Minimum requirement(Nos)	Available with contractor (Nos)	Present Location	Intended Arrival Date	Owner

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Place:  
Bidder]

[Signature of Authorized Signatory of

Date:

Name:  
Designation:  
Seal:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**Annexure - 11**

**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS  
INADEQUATE**

(To be provided on Bank's letter head)

Date:

To,

M/s ASSAM PETROCHEMICALS LIMITED

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Dear Sir,

This is to certify that M/s ..... (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for APL's RFQ/Tender no. .... dated .....

for.....(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s..... (name of the bidder) for at least an amount of Rs ..... \_ (Total Working Capital Amount) to meet the inadequacy in Working Capital.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for..... (Name & address of Bank)

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(Authorized  
signatory) Name  
of the signatory :

Designation :

Stamp

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
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**Annexure - 12****FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC  
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year ____
	Amount (Currency)
1. Net Worth	

**C. WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT :**

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***\*Refer Instructions***

**Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:  
Seal: Membership No.:

[Signature of Authorized Signatory]  
Name:  
Designation:

Tender for MANPOWER SUPPLY WITH TOOLS & TACKELS (WITHOUT CONSUMABLES) FOR REGULAR  
MAINTENANCE WORK AT APL



**Instructions:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA