



TENDER NO: APL/C&P/Civil/2022-23/124

DATE: 18.03.2023



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

Tender Document

For

“Renovation of drainage system in APL Premises/Township”

Tender No. APL/C&P/Civil/2022-23/124

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist.- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: contract@assampetrochemicals.co.in

Website: www.assampetrochemicals.co.in

REGD. OFFICE:

4th Floor, ORION Place, Bhangagarh

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/246

E-mail: contract@assampetrochemicals.co.in



TENDER NO: APL/C&P/Civil/2022-23/124

DATE: 18.03.2023

ASSAM PETRO-CHEMICALS LIMITED
Contracts & Purchase Department
P.O. Parbatpur, Namrup – 786623 (Assam)

Ref.No. : APL/C&P/Proj/Civil/2022-23/124

Dated : 18/03/2023

NOTICE INVITING TENDER

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

Name of Work	Earnest Money	Tender Processing Fees excl. GST
Renovation of drainage system in APL Premises/Township.	Rs 41,500/-	Rs 450/-

BID DOCUMENT ISSUE PERIOD	From 15:00 Hrs on dt. 18.03.2023 up to 15:00 Hrs on dt. 30.03.2023
LAST DATE OF BID SUBMISSION	Up to 15:00 Hrs on dt. 30.03.2023
BID OPENING DATE	At 15:00 Hrs on dt. 31.03.2023
BID SUBMISSION	In e-tendering portal https://assamtenders.gov.in/nicgep/app
AVAILABILITY OF TENDER DOCUMENTS	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

Sd/-
Managing Director

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.

1.3 The Plot area has an existing Natural ground level of 124.4 m from the MSL.

2. SCOPE OF WORK

- a) Raising the embankment height of west side of existing fire water pond by providing an rcc beam and masonry work over it to protect from overflowing and may cause endanger to lives.
- b) Structural cover over drain around the Methanol loading shed.
- c) Extra brick drain parallel to the existing RCC drain to enhance the capacity of discharge during heavy rainfall usually caused flooding in the residential areas of security personnel in the vicinity of Guest house
- d) Rcc Drain at two locations l of effluent drain.
- e) The work shall consists of cleaning the working site, supplying, fitting, fixing of structural section such as angles, MS pipes etc including necessary welding and all, supplying, fitting fixing base plate, capping plate etc as required, including excavation, Brick work including brick soling, Plastering, PCC 1:3:6, RCC 1:1½:3, shuttering works, Dismantling of RCC, , reinforcement work etc.
- f) The storage area will suitably connect to the main APL store by the bidder to the satisfaction of the Engineer-In-Charge of the department.
- g) The Contractor's scope of work shall cover furnishing all materials, handling of material, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works, including all surveying and setting out necessary for the works including transfer of levels from existing available bench mark and clean up of working areas after completion of the works.
- h) The works are to be carried out adjacent to the operational plant within the existing premises of the client. Bidder is advised to visit the site to get acquainted with the existing site condition and to assess the



amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.

- i) The construction area will be in fire water pond area and gantry area or as directed by Engineer-In-Charge of the department
- j) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.
- k) Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Contractor, at his own cost and time. All the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.
- l) Contractor has to ensure that sufficient water is available at site for proper execution of work at his own cost.
- m) Contractor should make all arrangement for alignment survey, leveling works etc and nothing shall be payable on this account.
- n) All works shall be carried out in accordance with the technical specifications of this document and as directed by Engineer in charge.

3. SCOPE OF CONTRACT:

The Works tender for “**Renovation of drainage system in APL premises/Township** will be then executed on Item Rate (**percentage wise**) basis.

The entire work covered in this document shall be executed over period of 45 (forty five) days starting from 5th day after award of contract (issue of LOI).

The rates agreed shall be firm for contract period plus grace/extension period.

4. PRE QUALIFICATION CRITERIA

a) TECHNICAL:

1. Contractors desirous of bidding for the job should possess required experience in successfully executing of similar nature during the last **five years**. (Experience in similar nature imply **Civil renovation work like construction of Brick /earthen drain, installation of Hume pipes, PCC/RCC works, cleaning and excavation of earthen drain etc.** in PSUs, Govt. Organizations, semi Govt. sector & large private sector companies).

2. To be eligible, the contractor should have successfully executed either one similar job having

One similar job having executed value of not less than **80%** of estimated cost or two similar jobs,

Or

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

Or

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

b) COMMERCIAL:

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31st March viz. **2021-2022, 2020-2021 and 2019-2020** should not be less than the amount equivalent to **30%** of estimated cost.
2. The bidder shall have earned a net positive profit for the last three consecutive years.
3. The financial net worth of the bidder as per latest audited annual report shall be positive.
4. The contractor should be registered under GST, Income Tax & EPF authorities
5. The Vendor should also fulfil all statutory conditions and furnish legible photo copies of PAN/TAN No., As per Govt. Rules

5. INSTRUCTION TO BIDDER:

- (i) **The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Service Tax”**
- (ii) The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 7 days after issue of LOI / Work Order. The format for the same is per ANNEXURE-I
- (iii) **EARNEST MONEY DEPOSIT** : The bidder has to deposit a sum of **Rs. 41,500/- (Rupees Forty One thousand five hundred 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.
- (iv) **MSME** valid certificate under category of similar works is considered for exemption of EMD.
- (v) EMD and Retention money shall not bear any interest.
- (vi) Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.
- (vii) The schedule of Quantities and rates shall be read in conjunction with the specifications, and tender documents. Bidder shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to codes & specifications and quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This contract shall be unit rate contract wherein payment will be made as per actual construction/ installation quantities at site.
- (viii) The bidder shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.
- (ix) The notice inviting tender, general instructions to the contractors & all the documents of this tender shall form part of the contract.
- (x) The bidder is expected to examine the bidding documents, including all instructions, forms, general conditions of contract of APL, special conditions of contract of APL, technical Specifications, drawing and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents.
- (xi) Contractor shall ensure local participation to the extent possible for execution of works

- (xii) Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.
 - (xiii) The bidder shall provide the authority to the person signing the bid
 - (xiv) Relevant codes as applicable in the entire works and commodities supplied shall be strictly applicable. Non compliance would lead to rejection of the executed job or the commodity supplied.
 - (xv) The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the sole right to terminate the contract at any point of time and deploy other party / parties to complete the job. In such case payment would be given to the newly deployed party / parties. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected
 - (xvi) Bidder shall provide necessary barricading while carrying out the construction works if required.
 - (xvii) Construction power and Construction water shall be arranged by the contractor at his own cost. If Contractor has to set up a DG (Diesel Generator); it has to be as per the Local Statutory Norms.
 - (xviii) There is no free issue material to the contractor. Supply of all material, Labour, tools, equipment etc shall be in the scope of the contractor.
 - (xix) The contractor shall prepare all required roads to execute various items of this contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by APL at no extra cost.
 - (xx) During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the Corporation & planned by the Contractor, due to the reasons attributable to the Contractor; suitable actions shall be taken as per relevant clauses mentioned in General Conditions of Contract.
 - (xxi) APL shall not provide any site facility like accommodation for workers, tools and tackles, electricity, water etc if required for execution of the work the same will have to be arranged by the bidder.
 - (xxii) All safety norms to be maintained during execution of the work. APL is not liable for any compensation in this regard.
 - (xxiii) The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structured, if any. Any damage to the Existing structures of APL the contractor shall be held responsible.
 - (xxiv) At the time of handing over of completed work to the Department, all the damages, pot holes and undulation caused by any traffic shall be made good and road repaired properly by the contractor to the satisfaction of the Engineer-In Charge of the Department. Nothing extra shall be payable to the contractor.
 - (xxv) Handing over the site to the complete satisfaction of the Engineer in charge/Owner
 - (xxvi) **SECURITY DEPOSIT:** The successful BIDDER shall furnish, within 15 days from date of issue of the letter of intent, security deposit equal to 10% of the total accepted tender value for proper fulfilment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-III** of this document.
- EMD will be returned to the unsuccessful bidder while the EMD of successful bidder will be retained till the commencement of the work. Thereafter the bidder may opt to adjust the EMD against security deposit or request return of the EMD
- (xxvii) **GUARANTEE PERIOD** - The work carried out by the bidder shall be guaranteed for a period of **6 (six) months** from the date of completion of the respective parts of the job. EMD and Performance Guarantee money of shall be released after the Defect Liability Period of 6 (six) months from the date of completion of the respective parts of the job.

- (xxviii) **PENALTY**-In case the job is delayed beyond the stipulated completion period (mentioned in work order) due to negligence, poor workmanship, deployment of unskilled manpower or of any other reason whatsoever on bidder's part, a penalty at the rate of 1% of work order value per week, limited to maximum of 10%, shall be recovered from the bidder bills
- (xxix) **TERMS OF PAYMENT**: The Terms of Payment shall be as per **Clause No- 18** of "Special Conditions of Contract" of this Tender. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Engineer – In – Charge.
- (xxx) **TIME SCHEDULE**: The Completion period shall be **45 (Forty five) days** for the total complete work , excluding mobilization period of 7 (Seven) days which would be given only once for the entire job, from the date of issue of LOI/ WO.
- (xxxi) **APPLICABILITY OF LAW & JURISDICTION** : The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.
- (xxxii) The BIDDER shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-bidders in the work including proper insurance coverage.
- (xxxiii) For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	<p><u>Nava Bikash Borah DGM (C&P)</u> <u>Mob:-9435139178</u> <u>Email id-</u> <u>borah.nb@assampetrochemicals.co.in</u></p> <p><u>K.B.Chetry, Sr Manager(Civil-Proj)</u> <u>Mob:-7002042644</u> <u>Email id-</u> <u>chetrv.kharka@assampetrochemicals.co.in</u></p>	<p>Address:- Assam Petro-Chemicals Limited</p> <p>P.O. Parbatpur, Dist-Dibrugarh(Assam)</p> <p>PIN-786623</p>
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6. TENDER SUBMISSION:

6.1 SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 15:00 Hrs on dt. 18.03.2023 up to 15:00 Hrs on dt. 29.03.2023
c)	Last Date and time for	Up to 15:00 Hrs on dt. 29/03/2023

	submission of Bids (DUE DATE)	
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	Dy.General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	15:00 Hrs on dt. 30/03/2023
f)	Contact Person with details for any clarifications	Nava Bikash Borah Dy.General Manager (C&P) Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in -contract@assampetrochemicals.co.in
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	Rs. 41,500/-(Rupees Forty One Thousand Five Hundred only)
i)	Tender processing Fees	Rs 450.00(Rupees Four Hundred fifty only)
j)	Bid Submission	Online in e-tendering portal https://assamtenders.gov.in/nicgep/app
k)	Availability of Tender Documents	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

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

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

6.3 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.



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

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

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

7. INCOME TAX AND GST

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

attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

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

8. BIDDERS WHO CAN BID

- (i) Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium, and in which case the conditions applicable to a consortium shall apply to them.
- (ii) "Affiliate" of a party shall mean any company or legal entity which:
 - a) Controls either directly or indirectly a party, or
 - b) Which is controlled directly or indirectly by a party, or
 - c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
- (iii) Bid may be submitted by:
 - a) A single person / entity (called sole bidder)
 - b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.
 - c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
 - d) An Indian arm of a foreign company.
- (iv) Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:
 - a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
 - b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.

- c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
- i. Each member in a consortium may only be a legal entity and not an individual person;
 - ii. The bid shall specifically identify and describe each member of the consortium;
 - iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - iv. One participant member of the consortium shall be identified as the “prime member” and contracting entity for the consortium; this prime member shall be solely responsible for all aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;
 - v. The prime member shall fulfill each eligibility criteria;
 - vi. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the bid and the member’s commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;
 - vii. No change shall be permitted in the number, nature or share holding pattern of the consortium members after pre-qualification, without the prior written permission of the owner.
 - viii. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - ix. No consortium member shall hold less than 25% stake in a consortium;
 - x. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - xi. Any person or entity can bid either singly or as a member or only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of equipment, machinery, material or plant or completion of the work in all respects and as per the warranties / guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the works, etc.

9. REQUIREMENTS FOR E-TENDERING

- (i) 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:// https://assamtenders.gov.in/nicgep/app](https://assamtenders.gov.in/nicgep/app), as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and

- conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).
- (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
 - (vii) 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.
 - (viii) In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
 - (ix) 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.
 - (x) The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.

- (xi) 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.
- (xii) 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.
- (xiii) 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.**
- (xiv) 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.
- (xv) 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.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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.
- (xix) Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- (xx) Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

10. AMENDMENT OF BIDDING DOCUMENTS:

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

11. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

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

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

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

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

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

12. EXTENSION OF BID SUBMISSION / BID OPENING DATE

APL may, at its sole discretion, decide to extend the Bid Submission Date and / or Bid Opening Date. In such a case, all rights and obligations of Owner and that of Bidders previously subject to the Bid Submission Date / Bid Opening Date will thereafter be subject to the new Bid Submission Date / Bid Opening Date.

APL may in its absolute discretion exclude or reject any Bid that in the reasonable

Opinion only of the Owner contains any false or misleading claims or statements. The Owner has no liability to any person for excluding or rejecting any such Bid

13. REBATE:

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work

14. CLIENT'S RIGHT TO ACCEPT/REJECT BIDS:

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

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

15. BID REJECTION CRITERIA:

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

- (i) Non-Submission of EMD/MSME & Integrity Pact along with the Bid if applicable
- (ii) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- (iii) Non-Submission of Important Bid Documents as mentioned.
- (iv) Not Meeting the Qualification criteria.

16. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

- (i) **EMD** of required amount/**MSME** Certificate.
- (ii) Work orders & completion certificates to comply the Bidder's qualification criteria.
- (iii) Copy of **PAN** card, **GST** registration, **EPF** registration No
- (iv) Cancelled Bank Cheque
- (v) Income Tax return , Balance Sheet, Profit & loss statement for last three financial years i.e 2019-20,2020-21,2021-22
- (vi) Electrical License of required grade applicable

17. ORDER OF PRECEDENCE:

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

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

18. SPECIAL CONDITIONS OF CONTRACT**PAYMENT TERMS**

- (i) No advance will be paid.
- (ii) 90% of completed job (against R/A / final bill) will be paid.
- (iii) 10% will be retained till guarantee period.
- (iv) Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-

Charge/Site-in-Charge within 15 days from the date of receipt of the certified bill along with complete documents by the disbursement section of the owner.

- (v) Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical ,royalty statement along-with necessary documents wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- (vi) All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- (vii) The final bill along with necessary documents shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge / Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.
- (viii) The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- (ix) Payment of final bill shall be made within 30 days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the owner.
- (x) Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

19. RESERVATION AND TERMINATION OF CONTRACT

1. Assam Petro-chemicals Limited (APL) does not bind itself to accept the lowest tender and reserve the right to accept / reject / split any or all the tender without assigning any reason whatsoever.
2. APL reserves the right to amend or modify the terms of the Contract or keep in abeyance the execution of this Contract.
3. The Contract may be terminated at any time by either party without indicating any reason by giving thirty (30) days prior Notice in writing of its intention to do so to the other party.
4. In case of unsatisfactory performance of the contractor, APL solely reserves the right to terminate the Contract by giving thirty (30) days Notice.

20. OTHER TERMS & CONDITIONS.

1. The bidder should quote their rates in Price Bid/ percentage FORM summary of price shall be exclusive of GST but inclusive of all other taxes, including any cess, surcharge, or levy/tax by whatever name called, imposed under the prevailing law.
2. No interest will be payable on the Earnest Money or Security Deposit or any other amount payable to the Supplier under this Contract.



3. Bidder shall bear all costs and expenses associated with the preparation and submission of bid. Assam Petro-chemicals Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. Bidders must quote clearly and strictly in accordance with the Price Bid/ percentage FORM summary of price uploaded in the website <http://assamtenders.gov.in> otherwise the bid will be rejected. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
5. Conditional bids are liable to rejection at the sole discretion of the Company.

**ANNEXURE-I****BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITY OF
THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

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

IN CONSIDERATION OF THE ASSAM PETRO-CHEMICAL LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapurush Srimanta Sankardev Path, Bhangagorah, Guwahati 781005, India (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Vendor" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General purchase conditions of "the Corporation" and upon the condition of "Vendor's" furnishing security for the performance of "the Vendor's" obligations and/or discharge of "the Vendor's" liability under and/or in connection with the said supply contract upto a sum of R _____ (Rupees _____) amounting to 10% (ten percent) of the total order / contract value.

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

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



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

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

5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the Vendor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the Vendor" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.

7. Notwithstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs..... ii) This Bank Guarantee shall be valid upto and including; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

6. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Vendor" and "the Bank" in this regard.

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

(by its constituted attorney)

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

ANNEXURE-II
SCHEDULE OF RATES

Sl. No	Description of work	Unit	Nos	Total Qty	Estimated Rate (Rs)	Total Amount(without Taxes/GST (Rs)
1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All Kinds of Soil.	Cum	1	648.15	205.45	133162.42
2	Earth work in excavation by mechanical means (Hydraulic excavator) / Manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	Cum	1	453.75	286.85	130158.19
3	Earthwork in excavation in Slushy / Marshy soil, decomposed organic matter mixed with brickbats, broken glass panes, broken earthen post etc. removal of stumps and other deleterious matter in the proposed building site including constant water pumping for bailing out water as directed.	Cum	1	150.00	265.27	39790.50
4	Providing and laying Non Pressure i.e NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete.					
	i. 900 mm dia RCC pipes.(where necessary)	Rm	20	50.00	4821.65	241082.50
	ii. 600 mm dia RCC pipes.(where necessary)	Rm	12	30.00	3051.55	91546.50
	iii. 450 mm dia RCC pipes.(where necessary)	Rm	10	25.00	2385.50	59637.50
5	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete. 300 mm dia. R.C.C. Pipe(parallel to main hume pipe for crossing cables)	Rm	12	30.00	902.05	27061.50
6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:3:6 (PCC)	Cum	1	21.77	6670.25	145211.34
7	Providing and laying in position specified grade of reinforced cement concrete , excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level. 1:1.5:3	Cum	1	7.50	8364.20	62731.50



	(RCC)					
8	Centering and shuttering including strutting, propping including removal of form for foundations, footings, bases of column etc. For mass concrete.	Sqm	1	75.00	307.95	23096.25
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: 1:4	Cum	1	124.20	6882.00	854744.40
10	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in 1:3	Sqm	1	75.00	862.90	64717.50
11	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	Cum	1	2.05	2007.10	4114.56
12	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. (In cement mortar)	Cum	1	21.81	1698.45	37043.19
13	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.	kg	1	300.00	88.95	26685.00
14	Cleaning jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	Sqm	1	500.00	14.50	7250.00
15	CEMENT PLASTER (IN FINE SAND) 12 mm cement plaster of mix :1:6 (1 cement: 6 fine sand)	Sqm	1	450.00	282.00	126900.00
Total in figure (exclusive of GST) Rs.						2074933.00
Quoted rate in Figures		Excess/Less (%age)		QUOTED		QUOTED

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.

3. Others : In case the bidder is covered under composition scheme under GST laws then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “cover



under composition system” in above column for GST (CGST & SGST/UTGST or IGST) under such circumstances, bidder’s price will not be loaded with GST

- (i) No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- (ii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- (iii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.



ANNEXURE-III

INTEGRITY PACT

BETWEEN

Assam Petro-chemicals Ltd., hereinafter referred to as "The Principal",

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Bidder/s.

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

Section 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.
- c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Bidder

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

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



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

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

c) The Bidder / Bidder will not commit any offence under the IPC / PC Act; further the Bidder / Contactor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship

d) The Bidder / Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder / Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder / Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion

(3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.

(4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

Section 4 - Compensation for Damages

1) Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/ Bidders): Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Section 3, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid-Security amount of the Bidder / Bidder.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can" be terminated for such reason.

(3) If the Bidder / Bidder can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

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

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

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

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

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

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

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

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project

documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder / Sub-contractor with confidentiality.

- (4) In case of tenders having an estimated value of Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CEO of the Principal within 2 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CEO of the Principal substantiated suspicion of an offence under the IPC / PC Act and the CEO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India,

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

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



TENDER NO: APL/C&P/Civil/2022-23/124

DATE: 18.03.2023

FOR THE PRINCIPAL

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____



ANNEXURE-IV

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of value mentioned in the Tender document)

This AGREEMENT is made on the ____ day of _____ Month of ____ Year

BETWEEN

Assam Petro-chemicals Ltd, a company registered under companies Act,1956 have its registered office at Orion Place ,Mahapurush Srimanta sankardev Path, Guwahati and principal place of business at P.O. Parbatpur, Namrup in the District of Dibrugarh, Assam (herein referred to as owner/APL) ", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the **ONE PART**

AND

_____ hereinafter referred to as "BIDDER", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the **OTHER PART.**

WITNESSETH THAT

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

AND WHEREAS BIDDER who has their own know how with resources for Performing such jobs has agreed to sign on works agreement and to render the services as per requirement of APL on Terms and conditions mentioned in this CONTRACT.

NOW Therefore Parties Agree That:

1) The following annexed hereto shall form an integral part of this CONTRACT:

- (iv) Work Order No: _____
- (v) Terms & Conditions of enquiry document.
- (vi) Name of the work _____
- (vii) Work order amount _____
- (viii) Scope of work for BIDDER as per CONTRACT.

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



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

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

Signed for and on behalf of

Bidder

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:



PROPOSAL EXHIBITS

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4. SCHEDULE OF EQUIPMENT AND MACHINERY
5. MANPOWER QUESTIONARE
6. SAFETY REQUIREMENTS
7. FINANCIAL STATUS QUESTIONNAIRE
8. AGREED TERMS AND CONDITIONS
9. FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

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



PROPOSAL EXHIBITS NO. 1

Ref

Date:

UNDERTAKING-I

This undertaking should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

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

Dear Sir,

I/We undertake and confirm that, in case of default on the part of the Bidder in carrying out an instruction of the owner or fails to complete the job within the stipulated time, the owner shall be entitled to employ and pay any other bidder or the owner himself to carry out the same wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Bidder and shall be recoverable from him by the Employer and may be deducted by the Employer from any balance due or which may become due to the Bidder. In that event the owner shall have the right to use of all the bidder's equipments and other things free of charge that may be at any time on the site in connection with the work. If the cost of completing the works or executing the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the bidder, the bidder shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder's Company Seal:



PROPOSAL EXHIBITS NO. 2

Ref

Date:

UNDERTAKING-II

This undertaking should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

TO,

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

Dear Sir,

I/We undertake and confirm that, in case of default on the part of the Bidder in engaging any equipments/machineries which is required to execute the work or as per the instruction of the owner, the owner shall be entitled to deploy from his own or hire from other agency to execute the work wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Bidder and shall be recoverable from him by the Employer and may be deducted by the Employer from any balance due or which may become due to the Bidder. If the cost of executing the works or the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the bidder, the bidder shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder's Company Seal:



PROPOSAL EXHIBITS NO. 3

BIO DATA FORMAT

(Of Bidders for Communication)

A. NAME OF BIDDER :

B. ADDRESS OF THE BIDDER :

E-mail ID

Mobile No)

C. GST Number :

D. PAN Number :

E. Bank Details:

i. Name of the Bank :

ii. Branch :

iii. IFSC code :

SEAL OF BIDDER

SIGNATURE OF BIDDER

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

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

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

**PROPOSAL EXHIBITS NO. 4****SCHEDULE OF EQUIPMENT AND MACHINERY:**

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

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

The BIDDER hereby confirms that the quantity and type of equipment and machinery he will employ for the site work will not be less than those listed above. The BIDDER also agrees to bring more equipment and machinery, if so warranted, in the opinion of the PURCHASER/ OWNER to meet the construction norms and construction schedule.

COMPANY SEAL

Signature

Name

Designation

Company

Date

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

PROPOSAL EXHIBITS NO. 5

MANPOWER QUESTIONNAIRE

The contractor shall indicate below the proposed manpower deployment:

TABLE - 1

A	Technical	Max. Nos.	B	Skilled Worker	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
v.			v.		
vi.			vi.		
vii.			vii.		
viii.			viii.		

TABLE - 2

C	Supervisory Staff	Max. Nos.	D	Office Staff	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
v.			v.		
vi.			vi.		

SEAL OF TENDERER

SIGNATURE OF TENDERER

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

**PROPOSAL EXHIBITS NO.6****FINANCIAL STATUS QUESTIONNAIRE****A. ANNUAL TURNOVER:**

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

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

SEAL OF TENDERER**SIGNATURE OF TENDERER**

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



PROPOSAL EXHIBITS NO.7

SAFETY REQUIREMENTS

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

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

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

SEAL OF TENDERER

SIGNATURE OF TENDERER

**PROPOSAL EXHIBITS NO.8****AGREED TERMS & CONDITIONS**

To
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - HIRING OF MANPOWER SERVICES FOR SHIFT ASSISTANCE IN PRODUCTION SECTION OF
OPERATION DEPARTMENT OF 500 TPD METHANOL PROJECT OF ASSAM PETRO-CHEMICALS LIMITED**

Tender No – APL/C&P/Civil/2022-23/124

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	

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. & 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.	
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 falls under MSE Act .	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

PROPOSAL EXHIBITS NO.9

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLICACCOUNTANT (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: