



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

Tender Document

For

“HIRING THE SERVICES FOR CANTEEN CONTRACT AT APL”

Tender No. APL/C&P/Hr/Admin/23-24/144

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

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**ASSAM PETRO-CHEMICALS LIMITED**

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

Ref.No. APL/C&P/Hr/Admin/23-24/144

Dated : 24/05/2023

NOTICE INVITING TENDER

Assam Petrochemicals Limited (APL) invites tenders from competent & experienced contractors for the under mentioned job in **Open Tender** comprising Techno-Commercial Bid & Price Bid.

Name of Work	Estimated Amount	Earnest Money	Tender Processing Fees
HIRING THE SERVICES FOR CANTEEN CONTRACT AT APL	Rs 7,41,385/-	Rs 14,830/-	Rs 150/-

BID DOCUMENT ISSUE PERIOD	From 10:00 Hrs on dt. 25/05/2023 up to 15:00 Hrs on dt. 08/06/2023
LAST DATE OF BID SUBMISSION	Up to 15:00 Hrs on dt. 08/06/2023
BID OPENING DATE	At 15:00 Hrs on dt 09/06/2023
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 The site for the New Plant:

The new 500 TPD Methanol Plant will be set up in the land area adjacent to existing location of APL factory at Namrup.

1.3 Approach to site:

The APL factory is situated at Namrup in the district of Dibrugarh, Assam, India. Namrup is connected with Dibrugarh by national Highway NH-37 and is at a distance of around 70 KM from Dibrugarh and around 65 KM from Dibrugarh Air Port. The nearest railway Station is Namrup Station and is at a distance of 9 KM. The Station has siding facilities suitable for handling Project equipments. The Railway Track is Broad Gauge.

1.4 The plot area has an existing Natural Ground level of 124.4 m from the MSL

2. **CONTRACTORS SCOPE OF WORK :**

The entire work of APL'S Canteen, such as serve the employees of Assam Petrochemicals Ltd., with Tea and Snacks etc. as per the timings stated in General Conditions against cash payment. House Keeping, running of Canteen and Catering Services will be awarded to one Tenderer. The work should be done strictly in accordance with the description of works and as per the APL General Direction and Condition of contract.

2.1 General conditions:

- (i) The successful Tenderer shall employ required number of persons for satisfactory performance of the work allotted to him and minimum number of **five persons** to be deployed initially. Out of these five persons one will be Cook, and the other four will be service boy. The contractor has to ensure that all the employees put

on the jobs, are doing their daily work as per time schedule. The persons employed in the Canteen shall not be engaged other than Canteen jobs.

- (ii) The Canteen should serve the employees of Assam Petrochemicals Ltd., with tea and snacks as per the timings (enclosed) against cash payment. Tea and snacks will be carried manually by the contractor's labourer to Administrative building, Medical Centre and to the tea distribution centres situated inside the factory premises for the employees.
- (iii) The canteen boys should be provided by the contractor. It is specially emphasized that punctuality must be maintained and canteen should be kept open for our inspection by our authorized representatives for ensuring cleanliness etc. Further a responsible person either the contractor himself or his authorized representative must be available in the canteen for round the clock.
- (iv) Gate passes and identity cards will be issued to enter into the premises of the Company subject to the verification of character antecedent by police. In case the identity cards are lost, it is the responsibility of the contractor to ensure that the identity cards are not misused.
- (v) The successful Tenderer shall be responsible for the proper conduct of his employees.
- (vi) Each tender should be carefully examine the specification by visit of the site of works and fully satisfy and acquaint himself about the service required for the successful competition of the works . No subsequent claim will be entertained on these accounts.
- (vii) The management reserves the right to Impose a reasonable penalty up to 10% on monthly bill value , in case punctuality, cleanliness , quality and quantity etc are not maintained at all.
- (viii) All terms and conditions are to be observed by the contractor. For any difficulties, the contractor may immediately intimate the concerned department, i.e. Administrative Section of the Company.
- (ix) The Contractor shall abide by the instructions issued by the Company from time to time in respect of Canteen Services.
- (x) The Contractor shall ensure that adequate personnel shall be deployed every day. The Contractor must ensure that the jobs are done as per the specification and in the event of any deficiency in service, proportionate deduction in payment shall be made for the said purpose, the discretion of the Management is final.
- (xi) The Contractor shall prepare and serve the food in hygienic condition. In case of loss due to poor quality of food supplied, or in the event of the food being supplied becomes contaminated due to wrong handling, of concerned personnel, the quantum of loss and the charges there on will be at the discretion of APL's Management.
- (xii) No other commodity other than the specified the quality of eatables mentioned in the scheduled can be sold.
- (xiii) The contractor is required to engage at least 5(five) helpers out of which one should be a cook to prepare and serve tea and snacks at Factory/Adm, Building civil office and medical center including school.

- (xiv) Hygiene should be maintain in every respect like the potatoes used are to be peeled and cleaned properly along with other vegetables.
- (xv) The tenderer should strictly follow COVID 19 protocol and adhere to changes as per SOP issued from Govt of Assam from time to time.
- (xvi) No any labourer under the age 18(eighteen) years shall be employed on the work and all labourers employed shall be paid at rate not less than the rates fixed under the Minimum Wages Act'1948 and wages amended by Govt from time to time.
- (xvii) The tenderer should be licensed contractor under [Contract Labour Regulation & Abolition) act'1970] or they should produce a certificate from the Labour Department to the effect that they are not covered by the Contract Labour Act.
- (xviii) A declaration in the form of affidavit shall be given to the effect to the tenderer shall abide by all the provisions of The Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Factories Act 1948, Industrial Disputes Act 1947, Payment of Wages Act 1936, The Employee Compensation Act 1923).Their respective rule framed under each of the said and also other labour act and rules applicable to the tenderer. Incase, the tender fail to do so , the company shall have right to deduct from the tenderer's bill the expenses which are to be incurred in connection with any claim or from any party including the labourer engaged by the contractor.
- (xix) A declaration shall be given to the effect that the tenderer shall make the payment of wages regularly to the labourer engaged by him in presence in the authorized representatives appointed by APL as provided under the Contract Labour (Regulation and Abolition) Act 1970.
- (xx) A declaration shall be given to the effect that the tenderer would pay an exgratia payment of Rs 5,000/-(Rupees Five Hundred)only to the dependent to the contractor's employees in the event of the labourer's death occurred while on the duty. The payment would be made directly by the company and will be recovered from the contractor's bill.
- (xxi) It is agreed and understood that it would be responsibility of the Contractor to ensure Compliance with all relevant laws and regulations relating to the disposal of waste including environmental laws governing such disposals. The Contractor shall dispose the waste materials only at designated site to be instructed by the Management. It is expressly agreed by the Contractor that he / she shall be fully liable and held accountable for any indiscriminate disposal outside designated site and / or any legal non-Compliance.
- (xxii) The Contractor shall be fully responsible for Safety & health of his employees the Contractor shall ensure that all his personnel, while serving duty comply with Company's rules and regulations regarding Safety. Willful violation and non-adherence to safety instruction will lead to immediate termination of contract.
- (xxiii) All employees of the Contractor is subject to periodic medical check up and in case of being unfit, Contractor shall replace them immediately.
- (xxiv) The Contract service provider must ensure the payment of wages to his employees on or before 7th day of the month (English calendar month) as per

provisions of the Payment of Wages Act, 1936. The Contractor shall not be dependent on the Company's Bill to pay the monthly wage to their employees.

2.2 CONTRACTORS RESPONSIBILITY

Particular Specifications and Instructions:

2.2.1. Canteen Service:

The Contractor shall have to run the canteen in a smooth and uninterrupted manner. All the food items mentioned in the tender document should be made available by the contractor in time.

a) Menu

- | | |
|--------------------------------|------------|
| 1. Breakfast(Roti Sabjee) | :Rs 20.00 |
| 2. Paratha(Single) with Sabjee | :Rs 10.00 |
| 3. Omlette(single) | :Rs 12.00 |
| 4. Veg Meal | :Rs 50.00 |
| 5. Non Veg Meal with Egg | :Rs 70.00 |
| 6. Veg Meal with Chicken/Fish | :Rs 120.00 |

b) MINIMUM QUANTITIES FOR BREAKFAST

1. Chapatti - 2 nos @ Rs 5/- per extra chapatti.
2. Motor Aloo Sabjee - 100 gm. @ Rs 5/- per extra Sabjee.
3. Omlette(Optional) - 1 No.

c) MINIMUM QUANTITIES FOR VEG MEAL

1. Fine rice - 200 gm
2. Dal(Masoor/Arahar/Moong)- 50gm
3. Fried Veg(Mixed) - 150 gm
4. Veg Curry - 150 gm
5. Salad/chutney/Papad

d) MINIMUM QUANTITIES FOR NON - VEG MEAL WITH EGG

1. Fine rice - 200 gm
2. Dal(Masoor/Arahar/Moong)- 50gm
3. Fried Veg(Mixed) - 150 gm
4. Veg Curry - 150 gm
5. Salad/chutney/Papad
6. Egg Curry with 02 nos. of Eggs

e) MINIMUM QUANTITIES FOR NON - VEG MEAL WITH CHICKEN/FISH

1. Fine rice - 200 gm
2. Dal(Masoor/Arahar/Moong)- 50gm
3. Fried Veg(Mixed) - 150 gm
4. Veg Curry - 150 gm
5. Salad/chutney/Papad
6. Egg(2 nos.) with curry
7. Chicken with Chicken curry/ Fish with Fish Curry(Chicken/Fish minimum 100 gm)

The contractor must strictly adhere to the above mentioned prescribed rates only for catering/supply of veg./non-veg. meals.

The contractor shall make his own arrangement for transportation/distribution of food materials (mentioned below) at the rate mentioned below to different sections/offices/installations within APL Admin building & Factory Campus.

f) Description of Standard weights/units/quantity

Sweets:

1. Rosogulla:50 grams @ Rs 8.00
2. Gulabjamun:35 grams @ Rs 8.00
3. Bundia Laddu:30 grams @ Rs 5.00
4. Jalebi:35 grams @ Rs 3.00

g) Snacks:

1. Samosa:50 grams @ Rs 8.00
2. Puri Bhaji Dal: 2 piece @ Rs 15.00
3. Vegetable Cutlet:50 grams @ Rs. 10.00
4. Vegetable Chop:50 grams@ Rs 8.00
5. Kachori:35 grams@ Rs 5.00
6. Bread with Butter:2 slices@ Rs 10.00
7. Nimki:20 grams@ Rs 5.00
8. Cake:50 grams@ Rs 10.00
9. Boiled Egg:01 No. @ Rs 8.00
10. Gaja:25 grams@ Rs 5.00
11. Khurma:25 grams@ Rs 5.00

h) SOFT DRINKS:

1. Of reputed brands e.g. Coca Cola, Pepsi, Kissan etc. (max rate as per MRP)

i) BEVERAGES:

1. Tea in cups (black) @ Rs 5.00
2. Coffee in cups @ Rs 10.00
3. Tea with milk@ Rs 7.00

2.2.2. All the food items mentioned under point no. 1 and 2 of “a) Menu” should be always available in the canteen in sufficient quantities as per the requirement of the Company. Any other food material not enlisted in the above menu can be served at existing market rate with prior approval of the Management.

2.2.3. All Company employees/Contractual workers/Visitors etc, can take meals in the canteen at prescribed rates,

2.2.4. The Goods and services tax shall be paid extra on the above rates,

2.2.5. Timing:

Breakfast: 07:00 AM - 09.00 AM

Lunch: 11.00 AM - 01:00 PM

Evening Snacks: 02:00 PM - 04:30 PM

Service timing for catering tea and snacks:

2.2.6 **TIME AND SPOT for catering tea & snacks:**

General:

- A. Project Office/Civil Office
- B. Finance & Accounts/Civil Office
- C. Workshop/ Stores.
- D. Factory Office.
- E. Admin. Building.
- F. Security/Telephone.

Shift:

- G. Fire.
- H. Formalin Plant.
- I. Methanol Control Room.
- J. Boiler House/Turbo Generator.
- K. Elect. Sub. Section.

Shift	Place	Time for distribution of Tea & Snacks
General Shift	A, B,C,D,E,F	9.00 AM to 9.30 AM 2.00 PM to 2.30 PM
Morning Shift	G,H,I,J,K	7.00 AM to 7.30 AM 9.00 AM to 9.30 AM 11.30 AM to 12.30 PM
Evening Shift	G,H,I,J,K	3.00 PM to 3.30 PM 5.00 PM to 5.30 PM 8.00 PM to 8.30 PM

3. **BIDDER QUALIFICATION CRITERIA.**

- 3.1.**Experience-** Minimum 3 years experience of running official Canteen in an organization of repute in last 12 years . Documentary proof must be furnished in support of the experience by way of purchase order/work order/Agreement/contract document from the organization to whom such services have been rendered.
- 3.2.The service provider must obtain a “Food License” from the appropriate authority and submit a Photostat copy of the same to the company.
- 3.3.The income tax clearance Certificate of the last 3(three) financial year must be submitted along with the bid documents.
- 3.4.The bidder must have all statutory licence/registration under the contract labour Regulation and Abolition Act, PF, ESI etc. where ever applicable for this kind of business.
- 3.5.The bidder must have average annual financial turnover of minimum **Rs 5 lakh** (Five Lakhs) only of the last three financial years.

4. INSTRUCTION TO BIDDERS

- 4.1. **Rates quoted should be inclusive of all taxes and duties but exclusive of GST.**
- 4.2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is as per ANNEXURE-IV
- 4.3. **EARNEST MONEY DEPOSIT** : The bidder has to deposit a sum of **Rs 14,830/- (Rupees Forteen Thousand Eight Hundred)** only by Netbanking/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.
- 4.4. **Description of services**: The entire work of APL Canteen, such as serve the employee of Assam Petrochemical Limited with tea and snack etc. As per the timings (enclosed) against cash payment, house Keeping and running of canteen and catering services. The canteen services is to be given round O' Clock i.e. for 24hrs in a day.
- 4.5. MSME valid certificate under category of similar works will be considered for exemption of EMD.
Definition of similar works- *Experience of running official Canteen in an organization (MSME code 55 or any similar code)*
- 4.6. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable.
- 4.7. Any Injuries or Accidents to your Team Members shall be taken care by you at your own risk & cost and shall comply with all safety rules & regulations.
- 4.8. All other terms & conditions shall be as per "Terms & Conditions of APL's "General Conditions of Contract (GCC)".
- 4.9. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected.
- 4.10. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer-In-Charge.
- 4.11. The bidder shall provide the authority to the person signing the bid.
- 4.12. 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.
- 4.13. The Tenderer should sign every page of the tender paper / documents. Every correction in the tender documents should bear the Tenderer's initial before submission.

- 4.14. All quoted rates for items should be inclusive of all cost of supply, carriage and handling etc. of all materials plus cost of labourer and all incidental contingents and other expenditure required for the items. Rates quoted to be inclusive of all duties and Taxes wherever applicable. The Company shall not bear any liability of Duties and Taxes levied on such type of items. Rate must be quoted in both figures as well as in words by ink.
- 4.15. The service provider i.e. the contractor shall bear all other expenditure by way of fulfilling any and all statutory obligations and guidelines of the Central as well as State Government during the period of validity of the contractual service.
- 4.16. Any person engaged by the contractor, if allowed to work inside the project office / factory areas shall strictly abide by the rules and regulations as declared and dictated by the safety and security personnel of the Company. The successful tenderer shall be responsible for the proper conduct of his employees. In case it is noticed that any one of his staff is disrespectful or indulge in bad behaviors or commits thefts or lose tempers with any of the Company's employees or damage properties of the Company, the contractor shall be responsible for any loss suffered by the management consequent the conduct of his employees in the discharge of their duties relating to his work.
- 4.17. The management will neither provide any accommodation nor give any land for construction of quarters for his employees. The following terms and conditions are to be observed by the contractor. For any difficulties, the contractor may immediately intimate the concerned department.
- 4.18. Bidder shall not be an employee of government/ Quasi government / Public sector undertaking and / or dependent of an employee of Assam Petro-chemicals Limited in service.
- 4.19. The rate should be quoted in word as well in figures . A tender is liable to be rejected , if the conditions stipulated are not fulfilled as mentioned in the NIT .
- 4.20. Any amendment or modification of tender documents will be notified. The same will be binding on the bidders APL may at its discretion extend the date of submission of tender.
- 4.21. Bidders are advised to ensure that the bids are complete in all respect and conform to the APL terms and conditions and Bid Evaluation Criteria(BEC) of the tender , for avoiding rejection of their offers .
- 4.22. Bidders are advised not to take any exception /deviations to the bid document . Still if exceptions/deviations are maintained in the bid, such conditional/ non conforming bids may be rejected outright .
- 4.23. All correction and alterations, if any, in the entries on tender paper shall be signed in full and stamped by the tender with date . No erase or overwriting are acceptable.
- 4.24. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
- 4.25. **TIME SCHEDULE:** The Completion period shall be **365 days**, from the date of issue of LOI/ WO to the Contractor which may be extended further depending on satisfactory performance of service of the contractor.
- 4.26. **MOBILIZATION ADVANCE:** There will be no mobilization advance.

4.27. **BID VALIDITY**: Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.

4.28. TERMS OF PAYMENT:

- (a) The contractor has to submit his monthly bill (English calendar month) after the closing of each month in respect of work done by him. The bill will be verified by the Admin office. Service Tax return to be submitted by the contractor quarterly/half yearly as per the provision.
- (b) Contractor/vendor shall be required to issue tax invoices in accordance with GST rules so that input credit can be availed by OWNER/APL in the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under GST act. Read with GST invoice Rules there under OWNER shall not be liable to make payment against the invoice.
- (c) GST shall be paid against receipt of tax invoice and proper payment of GST to government of India. In case of non receipt of tax invoice for non payment of GST by the contractor/vendor, OWNER/APL shall withhold the payment of GST.
- (d) Notwithstanding anything contained anywhere in the Agreement in the event the input tax credit of GST changed by the Contractor/Vendor is denied by the tax authorities to OWNER/APL due to reasons attributable to contractor/vendor OWNER/APL shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice or from Bank Guarantee/Security deposit. In addition to the amount of GST, OWNER/APL shall also be entitled to recover interest at the rate of 24% as penalty. In case any penalty is imposed by the Tax authorities on OWNER/APL.
- (e) An amount equivalent to 10% of monthly bill will be deducted as Security deposit which will be released on completion of Job contract.
- (f) Payment of R/A or final bill shall be made within thirty days from the date of receipt of the certified bill with necessary documents by disbursement section of the owner.
- (g) Wherever possible, payment shall be tendered to the contractor in electronic (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account in the Tax Invoice to which the payments will be routed. Owner reserves the right to make payment in any alternate mod also.

4.29. **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.

4.30. 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.

4.31. For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	N.B.Borah ,DGM (C&P) Email-borah.nb@assampetrochemicals.co.in Phone-+91-94351 39178 & R.K.P SINGH Manager (Admin) Mob No : +91-9365486275
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786 623

5. INCOME TAX AND GST

5.1. Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.

5.2. 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.)

5.3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.

5.4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.

5.5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.

5.6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder/Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of

adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.

- 5.7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
- 5.8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
- 5.9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
- 5.10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

6. BIDDERS WHO CAN BID

- 6.1. Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium, and in which case the conditions applicable to a consortium shall apply to them.
- 6.2. "Affiliate" of a party shall mean any company or legal entity which:
- a) Controls either directly or indirectly a party, or
 - b) Which is controlled directly or indirectly by a party, or
 - c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
- 6.3. Bid may be submitted by:
- a) A single person / entity (called sole bidder)
 - b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.
 - c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;

d) An Indian arm of a foreign company.

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

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

7. INSTRUCTIONS FOR SUBMISSION OF BIDS

7.1. SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	Open Tender
b)	Bid Documents Issue Period	From 10:00 Hrs on dt. 25/05/2023 up to 15:00 Hrs on dt. 08/06/2023
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 08/06/2023
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.	At 15:00 Hrs on dt. 09/06/2023
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)	Total Estimated Cost	Rs 7,41,385/-

i)	Earnest Money Deposit (EMD)	Rs 14,830/-
j)	Tender Processing Fees	Rs. 150/- (Rupees One 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

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

Cover No. 1	7.1. EMD + Integrity Pact	PDF File
	7.2. Un-priced Bid	PDF File
Cover No. 2	1. Price Bid	Microsoft Excel File

7.3. 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.

7.4. 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

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

8. REQUIREMENTS OF E-TENDERING

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https://_https://assamtenders.gov.in/nicgep/app](https://assamtenders.gov.in/nicgep/app) and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. <https://assamtenders.gov.in/nicgep/app>, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).
2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.
3. The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://assamtenders.gov.in/nicgep/app> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "**Bidders manual Kit**" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.

9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/Annexure.
11. If the space in any Form of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e- procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

9. SPECIAL TERMS AND CONDITIONS FOR APL'S CANTEEN SERVICES CONTRACT

- 9.1. The tender shall be valid for acceptance upto 180 days from the date of submission; no any Tenderer shall withdraw his tender after its public opening. Any such withdrawal will make the Tenderer liable to forfeit the Earnest Money to the extent in full or part at the discretion of APL Management.
- 9.2. The Earnest Money deposited along with tender shall be adjusted towards security deposit and recoveries shall be, made @10% from each monthly bill until the total amount of security deposit comes to 10% of the Work Order Value. The amount of Security deposit shall be refunded at the end of the contract period after deductions if any due, to be paid to APL. **The Security deposit shall not bear any interest.**
- 9.3. The service provider i.e. the contractor shall bear all other expenditure by way of fulfilling any and all statutory obligations and guidelines of the Central as well as State Government during the period of validity of the contractual service.
- 9.4. Any person engaged by the contractor, if allowed to work inside the project office / factory areas shall strictly abide by the rules and regulations as declared and dictated by the safety and security personnel of the Company. The successful tenderer shall be responsible for the proper conduct of his employees. In case it is noticed that any one of his staff is disrespectful or indulge in bad behaviors or commits thefts or lose tempers with any of the Company's employees or damage properties of the Company, the contractor shall be responsible for any loss suffered by the management consequent the conduct of his employees in the discharge of their duties relating to his work.
- 9.5. The management will neither provide any accommodation nor give any land for construction of quarters for his employees. The following terms and conditions are to be observed by the contractor. For any difficulties, the contractor may immediately intimate the concerned department.
- 9.6. The Canteen should serve the employees of Assam Petrochemicals Ltd., with Tea and Snacks as per the timings (enclosed) against cash payment. Tea and Snacks will be carried manually by the contractor's labourer to Administrative building, Medical centre and to the Tea distribution centres situated inside the Factory premises for the employees.
- 9.7. The Canteen boys should be provided uniform by the contractor. It is specially emphasized that punctuality must be maintained and Canteen should be kept open for our inspection by our authorized representatives for ensuring cleanliness etc. Further a responsible person either the contractor himself or his authorized representative must be available in the Canteen for round the clock.
- 9.8. Each Tenderer should carefully examine the specifications by visit of the site of works and fully satisfy and acquaint himself about the nature of service required and any other information he may be required for the successful completion of the works. No subsequent claim will be entertained on these accounts.
- 9.9. The management reserves the right to impose a reasonable penalty up to 10% on monthly bill value, in case punctuality, cleanliness, quality and quantity etc. are not maintained at all.
- 9.10. No other commodity other than the specified quality of eatables mentioned in the scheduled can be sold.
- 9.11. The contractor is required to engage at least **5(five) helpers** out of which one should be a Cook) to prepare and serve tea and snacks at Factory/Adm. Building Civil office and Medical centre including School.

- 9.12. Hygiene should be maintained in every respect like the potatoes used are to be peeled and cleaned properly along with other vegetables.
- 9.13. No any labourer under the age 18 (eighteen) years shall be employed on the work and all labourers employed shall be paid at rate not less than the rates fixed under the Minimum Wages Act'1948.
- 9.14. The Tenderer should be a licenced contractor under [(Contract Labour Regulation & Abolition) Act'1970] or they should produce a certificate from Labour Department to the effect that they are not covered by the Contract Labour Act.
- 9.15. A declaration in the form of affidavit shall be given to the effect that the Tenderer shall abide by all the provisions of The Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Factories Act 1948, Industrial Disputes Act 1947, Payment of Wages Act 1936, The Employees Compensation Act 1923). Their respective Rules framed under each of the said Act and also other Labour Acts and Rules applicable to the Tenderer. In case, the Tenderer fails to do so, the Company shall have the right to deduct from the Tenderer's Bill the expenses which are to be incurred in connection with any claim or from any party including the labourer engaged by the contractor.
- 9.16. A declaration shall be given to the effect that the Tenderer shall make the payment of wages regularly to the labourers engaged by him in presence of the authorized representatives appointed by APL as provided under the Contract Labour (Regulation and Abolition) Act 1970.
- 9.17. A declaration shall be given to the effect that the Tenderer would pay an exgratia payment of Rs. 5,000/-(Rupees Five thousand) only to the dependant of the contractor's employees in the event of the labourer's death occurred while on duty. The payment would be made directly by the Company and will be recovered from the contractor's bill.
- 9.18. **Insolvency or inability to perform contract satisfactorily.**
If the contractor's preparation for the management of any portion of it or his subsequent rate of progress is unsatisfactory, the Company shall have the power to declare the contract to an end. In such case, the contractor shall be liable for any expenses or loss or damage, which the Company may incur in connection with contractor's default.
- 9.19. **Assignment of Sub-letting of Contract.**
The contractor shall not assign or sublet the contract or any part thereof or allow any person interested therein, in any manner, whatsoever. Any breach of this condition shall entitle to take such steps as may be necessary and also terminate the contract. Moreover, the contractor is liable for payment to the Company in respect of any loss and damage arising or accruing from such cancellation.
- 9.20. **Compliance of various laws:**
The contractor shall be bound to fulfill all the obligation of the Company under the various labour Acts and Rules in force from time to time, such as obligations under contract labour (Regulations and Abolitions) act 1970 and rules thereof, in which the contractor shall have to obtain License/Registration from the licensing officer, Dibrugarh/Tinsukia. The contractor shall be liable to contribute as per the

provident Fund Act.1952. In the event of any default on the part of the contractor in complying with the provisions of the above acts, the Company shall be free to terminate the contract Agreement without notice and make such steps for protection its interest as considered necessary at its discretion.

9.21. FORCE MAJEURE

Neither the contractor nor the Company shall be considered default of its obligation hereunder, if such performance is prevented or delayed because of unseen circumstances beyond control. Should one or both parties be prevented from fulfilling contractual obligation by a state or force lasting for a period of 6 (Six) months the two parties shall consult together regarding the future execution of the contract.

- 9.22. The Administrative section will look after the affairs of Canteen and a complaint Book shall be kept as may be decided by the Administrative section, where all the complains are to be recorded by the APL employees . The complaint book shall be forwarded to Senior Manager (Admin.) weekly for verification. A penalty shall be imposed up to a limit of 10% of monthly bill value as indicated which is to be recovered from the contractor in case of serious complaints.
- 9.23. The Contractor may allow credit facility to the employees of APL who desire to avail Canteen facilities and the amount accrued there on, APL shall take necessary action to deduct the amount from the monthly salary of the employees concerned as per month wise list as per the bill submitted by the contractor through the Administrative section.
- 9.24. The contract will be implemented strictly as per specification and all other conditions of APL General Direction and Conditions of Contract.
- 9.25. The Company also reserve the right to add or make any amendment of the above clauses as on when company feels necessary depending upon the changing situation.
- 9.26. Any dispute and subsequent course of action relating to the contract will be deemed to have arisen within jurisdiction of Dibrugarh Court only, no other court.
- 9.27. The Company will provide Canteen building & furniture, light, water, fans & sweeping. The tools/ equipment will have to be arranged by the Contractor.

9.28. REFUND OF SECURITY DEPOSIT

On satisfactory performance and completion of the contract in all respect the security deposit will be returned to the contractor without any Interest on presentation of an absolute “NO DEMAND CERTIFICATE” from the Administrative section or its authorized official.

9.29. TERMINATION OF CONTRACT:

If Contractor shall neglect to execute work with due diligence or expedition, or shall refuse or neglect to comply any responsible order given to it in writing / or oral by Management of APL in connection of work, or shall contravene any of the provisions of the contract, Company / Management may give notice in writing to contractor calling upon it to make good the failure, neglect or contravention

complained of, within a period of 30 (Thirty) days. In contractor's default of compliance with any such notice, the Management may without prejudice to its rescind or terminate the contract.

10. BID REJECTION CRITERIA:

The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations (No deviation confirmations to be signed in the attached Annexure) failing which the Bid shall be considered to be non-responsive and may be rejected. Also the bid may be rejected as follows-

- 10.1. Non-Submission of EMD & Integrity Pact along with the Bid if applicable
- 10.2. Submission of Prices or rates in SOQ / SOR in un-priced bid.
- 10.3. Non-Submission of Important Bid Documents as mentioned.
- 10.4. Not Meeting the eligibility criteria

11. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

Tenderer shall have to submit the following documents along with the Tender.

- 11.1. Experience Certificate as mentioned in NIT's requisite conditions.
- 11.2. EMD of required amount./MSME certificate for EMD exemption
- 11.3. Income Tax Clearance Certificate of the last three financial years ending on 2019-20, 2020-21, 2021-22
- 11.4. Goods and Service Tax return certificate for last 2 (two) years. Further up to date GST return filling should be submitted.
- 11.5. All statutory licence / registration etc. under the contract labour Regulation and Abolition Act, PF, ESI etc. where ever applicable for this kind of business.
- 11.6. Certificate of average annual financial turnover of minimum **Rs. 5 lakhs (Five lakhs)** only of the last three financial years ending on 31-03-2020, 31.03.2021,31.03.2022.
- 11.7. Food licence from appropriate authority.
- 11.8. Photocopy of PAN Card of the Firm-partners, Proprietor or the Tenderer duly attested by a Gazetted Officer.
- 11.9. Proof of Address (Any one of the following):Ration Card/Passport documents issued by Passport Authority/Voter Identity Card/Current Electricity bill/Latest paid telephone bill (BSNL – landline)/Driving licence/Updated Bank pass Book/Residential certificate either from Gaon Panchayat / Municipal Board / Town Committee.

Without the above documents Tender will be considered invalid or incomplete.

12. AMENDMENT OF BIDDING DOCUMENTS:

- 12.1. 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.
- 12.2. 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.

12.3. 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

12.4. All Addendum / Corrigendum will be available in the website <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in

13. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
- 13.5. Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / WO will be issued to them.
- 13.6. In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by other criteria like financial soundness, better services etc. Company's decision in this regard will be final and binding to all bidders.

14. 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.

15. 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.

16. 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. Special Terms & Conditions
- iv. General Conditions of Contract

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, Bhangagorh,
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 anyway payable by "the Vendor" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anyway payable in respect of the above as specified in any 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 anyway have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or

liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

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

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

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

(by its constituted attorney)

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

ANNEXURE-II

SCHEDULE OF RATES (Monthly)

<u>Sl. No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount in figure (Excluding GST)</u>
01	Lump Sump Labour Charges (4 Helper and 1 Semi skilled Cook)	LS per month	1	QUOTED
02	Contractor's Profit Margin	LS per month	1	QUOTED
03	Bonus	LS per month	1	QUOTED
04	Leave Wages	LS per month	1	QUOTED
05	Other Charges if any	LS per month	1	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. The standing financial assistance quoted shall cover the wages to be paid to the workers (04 unskilled and 01 semiskilled) engaged in Canteen duty and should not violate the Minimum Wages Act 1948. The applicable per day wages w.e.f. 01.07.2022 for Semi Skilled is Rs. 398.01 and for Unskilled is Rs. 343.16

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

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

ANNEXURE-III**INTEGRITY PACT****BETWEEN**

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

AND

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder / Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid-Security amount of the Bidder / Bidder.

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

- 1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



4) Should one or several provision of this agreement turn out to be invalid the remainder of this agreement remains valid. In this the parties will strive to come to an agreement to their original intentions.

FOR THE PRINCIPAL

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____

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:

(v) Work Order No: _____

(vi) Terms & Conditions of enquiry document.

(vii) Name of the work _____

(viii) Work order amount _____

(ix) Scope of work for BIDDER as per CONTRACT.

For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER at executed item rate as per work order amounting to **Rs. _____ (Rupees _____)**.



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

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

TABLE OF CONTENTS

1. NO DEVIATION CONFIRMATION
2. AGREED TERMS & CONDITIONS
3. BIDDER'S EXPERIENCE
4. FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
5. CHECKLIST

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 EXHIBIT NO - 1

“NO DEVIATION” CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - HIRING THE SERVICES FOR CANTEEN CONTRACT AT APL

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:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

PROPOSAL EXHIBIT NO - 2

AGREED TERMS & CONDITIONS

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - HIRING THE SERVICES FOR CANTEEN CONTRACT AT APL

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.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

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.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
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 EXHIBIT NO - 3

BIDDER'S EXPERIENCE

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - HIRING THE SERVICES FOR CANTEEN CONTRACT AT APL

Dear Sir,

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

PROPOSAL EXHIBIT NO - 4

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: 2019-20	
Year 2: 2020-21	
Year 3: 2021-22	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

****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:

Instructions:

- The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 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) **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

PROPOSAL EXHIBIT NO - 5**CHECKLIST of Documents required to be submitted with Technical (Un-priced) Bid**

Please tick (✓) in the CHECK BOX

Sl. No.	Description	CHECK BOX
1.	Signed Tender Documents	
2.	EMD of required amount / MSME certificate	
3.	Work orders & completion certificates to comply the Bidder's qualification criteria.	
4.	Copy of PAN card, GST registration, EPF registration	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR (Annexure – IV)	
9.	Copies of Income Tax Return for FY 2021-22, 2020-21, 2019-20.	

SEAL OF BIDDER

SIGNATURE OF BIDDER