



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

Tender Document

For

**INSPECTION , LOAD TESTING AND CERTIFICATION OF LIFTING
MACHINES/HOISTS/TOOLS AT 500 TPD METHANOL PLANT OF
ASSAM PETRO-CHEMICALS LIMITED**

Tender No. APL/C&P/500TPD/Mech/26-27/621



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

Ref.No. : APL/C&P/500TPD/Mech/26-27/621

Dated : 03/06/2026

NOTICE INVITING TENDER

Assam Petrochemicals Limited (APL) invites limited tenders from competent & experienced contractors for the under mentioned job in **Single stage Two bid system**.

Name of Work	Earnest Money	Tender Processing Fees incl. GST
INSPECTION , LOAD TESTING AND CERTIFICATION OF LIFTING MACHINES/HOISTS/TOOLS AT 500 TPD METHANOL PLANT OF ASSAM PETRO-CHEMICALS LIMITED	Rs 8,750.00	Rs 100.00 (Non Refundable)

BID DOCUMENT ISSUE PERIOD	From 15:00 Hrs on dt. 03.06.2026 up to 15:00 Hrs on dt. 23.06.2026
LAST DATE OF BID SUBMISSION	Up to 15.00 Hrs on dt. 23.06.2026
BID OPENING DATE	At 15.00 Hrs on dt. 24.06.2025
AVAILABILITY OF TENDER DOCUMENTS	https://assamtenders.gov.in/nicgep/app
BID SUBMISSION	ONLINE MODE AT https://assamtenders.gov.in/nicgep/app

Sd/-
Dy. General Manager (C&P)

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 has now commissioned 500 TPD Methanol Plant & construction of 200 TPD Formaldehyde Plant is on 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 :

1. You shall have to carry out the statutory inspection 7 Testing of Hoist, lifting Tools 7 tackles etc on Half yearly & Yearly Term required under section 28.29 & 31 of Factory Act' 1948 and read with 55.55A & 56 of Assam Factory Act'1950.
2. The statutory Inspection shall be carried out at the convenience of M/s Assam Petro-Chemicals Limited without hampering the production and reasonable time extension will be provided for above statutory Inspection if required.
3. The statutory Inspection will be carried out externally & Internally with the help of appropriate Tools.
4. You shall have to determine the safe Lifting capacity of Lifting Tools as listed in equipment list.
5. The Inspection & Testing work will be carried out under strict supervision and direction of our Engineer-In-charge Sri. N.J. Phukan DGM (Mech-Proj) or his authorized representative.
6. Load required for testing will be in party's scope.
7. The party must submit the test certificates for each and every item individually.
8. APL will assist the party will manpowers , tools and gate pass as and when required.
9. The bidder shall be responsible for issuing the necessary original reports / certificates for statutory inspection and testing of equipment as per norm falling under the purview of statutory inspection and shall be responsible for obtaining those report/certificate with countersign by the

chief inspector of factories for onward submission to M/s APL so that no any suspension of operation in the plant will arise at any stage .

3. BIDDERS ELIGIBILITY CRITERIA

3.1 Technical

- a. The party must submit valid certificate of competent person under chief inspector of factories under government of assam required under section 28.29 & 31 of Factory Act' 1948 and read with 55.55A & 56 of Assam Factory Act'1950.
- b. Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for Central/State PSU/Govt. organisation or any private sector industries during the last 3 (Three) years. Whereas similar nature job implies load testing & certification of lifting equipments /hoists etc.
- c. The contractor should be in possession of necessary manpower, tools, tackles, equipments & loads required for carrying out the job.

3.2 Financial

- a. 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. 2024-25, 2023-24 & 2022-23**, should not be less than the amount equivalent to **Rs 43,750.00**
- b. To be eligible, the contractor should have successfully executed either
One similar job having executed value of not less than **Rs 1,16,660.00**
Or
Two similar jobs, each having executed value not less than **Rs 72,900.00**
Or
Three similar jobs, each having executed value not less than **Rs 58,330.00**
- c. The contractor should be registered under GST, PAN , Income Tax & EPF authorities.

4. SPECIAL TERMS AND CONDITIONS

3.1. Frequency of Statutory Inspection – The lifting tools & tackles will be inspected half yearly & annually as specified in the tender in a year .

3.2. Time Schedule- You shall be intimated (07) Seven days in advance for carrying out the statutory inspection of listed equipment will be completed within 3 or 4 days time period .

3.3. Contract Period – The contract shall be valid for a period of 03(Three Years) from the date of issue of work order. Considering the quality of works the period may be extended for another one year subject to acceptance of same rate and at the sole discretion of APL

3.4. Payment Terms : a. 100% Payment shall be made against the tax invoice within 30 days from the date of receive of bill by the disbursement section of our company duly certified by the Engineer –In-Charge after inspecting the certificate issued by the authority .

b. Maximum Two no of tax invoice shall be allowed for each year of the contract . Total 06(Six) no of invoices shall be permitted under the contract .

3.5. Accommodation : APL will provide the accommodation free of cost.

3.6. Fooding :Is in the scope of vendor / contractor .

3.7. Local Conveyance : Is in the scope of vendor / contractor.

3.8. Liquidity Damages-N/A.

3.9. Guarantee/Warranty period- Not applicable

3.10 Security Deposit/CPBG - The successful bidder shall furnish performance bank guarantee of amount 10% of annual work order value within 15 days from the date of issue of work order and validity of such PBG shall be extended each year until the completion of contract period .

3.11 Price Validity: The validity of the price quoted by the bidder in the bid shall be applicable upto 03 years during the execution the contract in totality. No price escalation shall be considered in this regard .

4. INSTRUCTION TO BIDDERS

- a) **The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Service Tax”**
- b) 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 per **ANNEXURE-I**
- c) **EARNEST MONEY DEPOSIT** : Rs 8,750.00(reimbursable) only shall be submitted online in assamtenders for participation in the tender .
- d) **MSME** valid certificate under category of similar works is considered for exemption of EMD.
- e) The bidder is expected to examine the bidding documents, including all instructions, forms, general conditions of contract , special conditions of contract , technical Specifications, drawing and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents.
- f) Contractor shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to specifications and the quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This



contract shall be unit rate contract wherein payment will be made as per actual construction/erected quantities at site.

- g) 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.
- h) The bidder shall provide the authority to the person signing the bid
- i) 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
- j) In the event of delay/ failure to execute the work within the stipulated time, APL reserves the right to get the job done by engaging any other agency at the risk and cost of the principal contractor and pay to the respective contractor agency directly against their bill in actual raised by them.
- k) Contractor/Vendor shall provide necessary barricading while carry out the construction works if required..
- l) Handing over the site to the complete satisfaction of the engineer in charge/ owner.
- m) Relevant IS code as applicable in the entire works and commodities supplied shall be strictly applicable. No compliance would lead to rejection of the executed job or the commodity supplied.
- n) **SAFETY MEASURES :**
The contractor has to provide all necessary safety tools/equipment/ accessories/ to the staff working in site, as required under safety regulation of the factory. Treatment for injuries or accidents to the contractor's labour shall be arranged by the contractor at his own cost and risk. The contractor & labourer must comply with all the existing safety rules and health regulations and also notified from time to time.
- o) **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.
- p) The BIDDER shall provide an undertaking to 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.

5. TENDER SUBMISSION:

5.1 Salient Features on Bid Submission

Sl. No	Description	Remarks
a)	Tender Type	Open
b)	Biding stage	Single stages Two bid
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt.23/06/2026
d)	Place of Submission of Original authenticated Bid (Hard Copy)	Dy.General Manager (C&P), Email-dey.uttam@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.24/06/2026
f)	Contact Person with details for any clarifications	Uttam Dey Dy.General Manager (C&P) Email- dey.uttam@assampetrochemicals.co.in -contract@assampetrochemicals.co.in N.J.Phukan Dy. General Manager (Mech_Proj)
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	Rs 8,750.00
i)	Tender Processing fees	Rs 100.00

5.2 SUBMISSION OF BID : Hard copies of Bid documents to be submitted are as under:

Envelop No.	Contents	Marking
Envelope No. 1 (Sealed).	(i) Integrity Pact (ii) Bid documents as per clause 10. (iii) Envelope No. 2	Marked on the top of the Envelope with Tender No. & Work Description
Envelope No. 2 (Sealed).	PRICE BID	-do-

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

6. 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

7. 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.

8. 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.

9. BID REJECTION CRITERIA:

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

1. Non-Submission of Emd /MSME in the bid
2. Non-Submission of Important Bid Documents as mentioned in clause 10.
3. Non-Meeting the Bidders Eligibility Criteria
4. Any deviation if Any

10. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

1. Copy of **EPF,PAN** card, **GST** registration.
2. Cancelled Bank Cheque
3. Income Tax return , Balance Sheet, Profit & Loss statement for last three Financial Year Signed forms and annexures.
4. Bid document sealed & signed on each page.

11. 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.

FORMS & ANNEXURES



**ANNEXURE-I****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:

- (i) Work Order No: _____
- (ii) Terms & Conditions of enquiry document.
- (iii) Name of the work _____
- (iv) Work order amount _____
- (v) 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.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

SCHEDULE OF RATES

Sr No	Item Description	Qty	Units	Rate	Amount
Chain pully block					
1	1 ton & 3 mtr	2	No's	Quoted	Quoted
2	1 ton & 6 mtr	2	No's	Quoted	Quoted
3	2 ton & 3 mtr	2	No's	Quoted	Quoted
4	2 ton & 6 mtr	2	No's	Quoted	Quoted
5	3 ton & 3 mtr	1	No's	Quoted	Quoted
6	3 ton & 6 mtr	1	No's	Quoted	Quoted
7	3 ton & 15 mtr	2	No's	Quoted	Quoted
8	3 ton & 25 mtr	1	No's	Quoted	Quoted
9	3 ton & 25 mtr	2	No's	Quoted	Quoted
10	5 ton & 3 mtr	1	No's	Quoted	Quoted
11	5 ton & 6 mtr	1	No's	Quoted	Quoted
12	5 ton & 15 mtr	2	No's	Quoted	Quoted
Additional Chain pully block					
1	5 ton & 3 mtr	1	No's	Quoted	Quoted
2	5 ton & 6 mtr	1	No's	Quoted	Quoted
3	5 ton & 20 mtr	2	No's	Quoted	Quoted
4	3 ton & 9 mtr	1	No's	Quoted	Quoted
Chain puller					
1	3 ton & 3 mtr	2	No's	Quoted	Quoted
2	1.5 ton & 6 mtr	1	No's	Quoted	Quoted
3	1.5 ton & 6 mtr	1	No's	Quoted	Quoted
4	Beam Trolley 3 ton	1	No's	Quoted	Quoted
5	3 ton & 3 mtr	1	No's	Quoted	Quoted
6	3 ton & 3 mtr	1	No's	Quoted	Quoted
Wire Rope Sling					
1	1/2 inch 1 MT	6	No's	Quoted	Quoted
2	3/4 inch 1 MT	4	No's	Quoted	Quoted
3	3/4 inch 3 MT	4	No's	Quoted	Quoted
4	1 inch 3 MT	4	No's	Quoted	Quoted
Round Belt Sling					
1	3 ton & 3 mtr	4	No's	Quoted	Quoted
2	2 ton & 3 mtr	4	No's	Quoted	Quoted
3	5 ton & 3 mtr	4	No's	Quoted	Quoted
Wibbing Belt Sling					
1	2 ton & 2 mtr	4	No's	Quoted	Quoted
2	2 ton & 3 mtr	4	No's	Quoted	Quoted
3	5 ton & 3 mtr	4	No's	Quoted	Quoted
4	5 ton & 6 mtr	4	No's	Quoted	Quoted
D-Shackle Bow Shackle					



1	1/2 inch & 2.5 ton (D)	4	No's	Quoted	Quoted
2	3/4 inch & 5.6 ton (D+B)	4	No's	Quoted	Quoted
3	1 inch & 9.5 ton (D+B)	4	No's	Quoted	Quoted
4	16 mm 3.5 ton (D)	4	No's	Quoted	Quoted
5	20 mm 4.5 ton (D)	4	No's	Quoted	Quoted
EOT Crane					
1	Double Girder EOT Crane Capacity-SWL 10 Ton	1	No's	Quoted	Quoted
2	Double Girder EOT Crane Capacity-SWL 10 Ton	1	No's	Quoted	Quoted
3	Double Girder EOT Crane Capacity- SWL 15/3 Ton	1	No's	Quoted	Quoted
4	Double Girder EOT Crane Capacity-SWL 15/5 Ton	1	No's	Quoted	Quoted
5	Single Girder EOT Crane Capacity-1 Ton	1	No's	Quoted	Quoted
Mono Rail Chain Pully Block					
1	Capacity- 25 Ton	5	No's	Quoted	Quoted
2	Capacity- 7.5 Ton 6.5 mtr	1	No's	Quoted	Quoted
3	Capacity- 7.5 Ton 12.5 mtr	2	No's	Quoted	Quoted
4	Capacity- 5 Ton 14.5 mtr	1	No's	Quoted	Quoted
5	Capacity-01 Ton 4.5 mtr	1	No's	Quoted	Quoted
6	Capacity-03 Ton & 5 mtr	2	No's	Quoted	Quoted
7	Capacity-02 Ton & 5.8 mtr	1	No's	Quoted	Quoted
8	Capacity-02 Ton & 5.8 mtr	2	No's	Quoted	Quoted
9	Capacity-02 Ton & 5.8 mtr	2	No's	Quoted	Quoted
10	Capacity-01 Ton & 14 mtr	1	No's	Quoted	Quoted
11	Capacity-01 Ton & 6 mtr	1	No's	Quoted	Quoted
Total Exclusive Of GST					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

Note : i. 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 : _____



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 :**
(with e-mail ID and mobile No)**C. GST Number :****D. PAN NO :****E. Bank Details:****i. Name of the Bank :****ii. Branch :****iii. IFSC code :**

SEAL OF BIDDER

SIGNATURE OF BIDDER

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

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

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



PROPOSAL EXHIBITS NO.4

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/kits as per standard safety norms/ Motor Vehicle Act

SEAL OF TENDERER

SIGNATURE OF TENDERER

**PROPOSAL EXHIBITS NO.5****FINANCIAL STATUS QUESTIONNAIRE**

A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of Similar Nature
2022-2023		
2023-2024		
2024-2025		

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 -6****AGREED TERMS & CONDITIONS**

To
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title: INSPECTION , LOAD TESTING AND CERTIFICATION OF LIFTING MACHINES/HOISTS/TOOLS AT 500 TPD METHANOL PLANT OF ASSAM PETRO-CHEMICALS LIMITED

Tender No: APL/C&P/500TPD/Mech/26-27/621

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 Payments 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 EXHIBITS NO. 7****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)	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for Last Three Financial Year	
9.	Copies of Income Tax Return for Last Three Financial Year	

SEAL OF BIDDER

SIGNATURE OF BIDDER