ASSAM PETRO-CHEMICALS LIMITED
(A Government of Assam Undertaking)

P.O. PARBATPUR, NAMRUP
DIST. DIBRUGARH
PIN – 786623 (ASSAM)

Tender No: APL/C&P/F&A/SAP/25-26/539

Tender Documents for

IMPLEMENTATION OF SAP HANA S/4 GROW WITH PUBLIC CLOUD INCLUDING AMC POST GO-LIVE FOR 3 YEARS FOR ASSAM PETRO-CHEMICALS LIMITED, ASSAM

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SECTION – I

INVITATION FOR BIDS

Ref.No. APL/C&P/F&A/SAP/25-26/539 Dated : 01/11/2025

NOTICE INVITING TENDER

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

Name of Work	Tender Processing Fees (Non Refundable)	Earnest Money
IMPLEMENTATION OF FULL FUNCTIONALITY OF BUILT-IN MODULES (FINANCE AND CONTROLLING, MATERIAL MANAGEMENT, SALES & DISTRIBUTION MODULE) FOR SAP GROW WITH SAP S/4 HANA PUBLIC CLOUD INCLUDING AMC POST GO-LIVE FOR 3 YEARS	Rs. 6,130/-	Rs. 6,13,000/-

Bid document issue period	From 10:00 Hrs on dt. 01/11/2025 up to 15:00 Hrs on dt. 20/11/2025
Last date of Bid submission	Up to 15:00 Hrs on dt. 20/11/2025
Bid opening date & time	At 15:00 Hrs on dt. 21/11/2025
Pre-bid Meeting Date & Place *	10/11/2025, 10:00 Hrs. Assam Petro-chemicals Limited Parbatpur, Namrup, Dist.-Dibrugarh Assam – 786623, India
Bid submission	https://assamtenders.gov.in/nicgep/ap
Availability of Tender document	https://assamtenders.gov.in/nicgep/ap www.assampetrochemicals.co.in

*It is mandatory for bidders to be present in the pre-bid meeting and visit APL at Namrup to understand the constraints before the bidding. As consultants are required on-site, pre-evaluation is required to be done and any such factors to be taken into consideration while submitting the price.

Sd/-
Managing Director

1.0 The brief details of Tender are as under

Sl. No.	**Description**	**Remarks**
a)	Period of Contract	Period of Contract for this work will be (03)Three years, reckoned from the date as mentioned in the letter of award / Work Order.
b)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website https://assamtenders.gov.in/nicgep/app
c)	Bid Download and Submission made available for the Bidder on the above website for the period	01/11/2025 to 20/11/2025
d)	Last Date and time for submission of Online Bids	Up to 15:00 Hrs on dt. 20/11/2025 only at Government of Assam Public Procurement Portal https://assamtenders.gov.in/nicgep/app
e)	Mode of Tendering	Open Competitive Bidding e-tendering mode (under Single Stage Two Bid system basis) with uploading of documents in Government of Assam Public Procurement Portal https://assamtenders.gov.in/nicgep/app.
f)	Place of Submission of 1 sets of Original authenticated Un-priced Bid (Hard Copy) and Earnest Money Deposit	DGM(C&P) Assam Petro-chemicals Limited Parbatpur, Namrup, Dist.-Dibrugarh Assam – 786623, India Mobile : +91 9435139178 Email :borah.nb@assampetrochemicals.co.in
g)	Online opening of Un-priced Bid.	At 15:00 Hrs on dt. 21/11/2025
h)	Venue for opening of Un-priced Bid	C&P Department Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
i)	Pre-bid Meeting Date & Place	10/11/2025, 10:00 Hrs. Place: Assam Petro-chemicals Limited Parbatpur, Namrup, Dist.-Dibrugarh Assam – 786623, India

J)	Contact Person with details for any clarifications	Mr. N.B. Borah, DGM(C&P) Mob : +91 9435139178 Email :borah.nb@assampetrochemicals.co.in
k)	Bid Validity	6 months from the date of Unpriced bid opening
l)	Tender Fee	Rs 6,130/-(Non Refundable)
m)	Earnest Money Deposit (EMD)	Rs 6,13,000/-

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

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

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

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

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

1.3 The hard copies of the bids are 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 Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

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

SECTION – II

SCOPE OF WORK

A. SUPPLY OF LICENSE:

The successful bidder is required to provide SAP S/4 HANA Public Edition License for 25 (twenty-five) Users

B. SCOPE OF IMPLEMENTATION

1. TECHNICAL PROPOSAL FOR ERP SOLUTION AND IMPLEMENTATION SERVICES: GUIDELINES FOR THE TECHNICAL PROPOSAL

i) The bidder is expected to bid for the project for implementation of ERP solution at APL, with a complete understanding that, all the processes and functions given in the Tender Document need to be implemented using the solution components of ERP, and the implementation services, at a fixed price, without any provisions for bargaining or for a different interpretation of the specifications in the Tender Document and a change in scope, while executing the project.

1.1 DETAILED WORK DESCRIPTION

A detailed work description of the modules that are to be implemented is attached along with the "Scope of Work" as Appendix - A. However, the attached work description for the modules is tentative and subject to change, i.e. there might be addition or removal of certain elements. The final work description for the modules will be finalized during the project planning phase once the implementation project starts.

1.2 CRITICAL ACTIVITIES OF IMPLEMENTATION

While there are different techniques and tools available as a part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the System Integrator (SI).

a. Workshops with different stakeholders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the projects as demanded by the context.

b. Stakeholder consultation other than workshops, with those stake holders who will be identified by APL, for the purpose of critical inputs, review, suggestions, process description etc.

c. Review sessions with different stake holders for signing off the deliverables, walking through the deliverables for facilitating quick understanding

d. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the ERP solution

e. Work standards/practices for documentation, configuration, testing, data migration etc.

f. Modifications required based on usage of the ERP application during the contract period.

The technical proposal should address how the ERP solution will be implemented to meet the requirements of APL

a. The Implementation services
b. The Methodology for implementation
c. The Deliverables
d. Project Management
e. The Project team
f. Support and maintenance including Hypercare

1.2.1 IMPLEMENTATION SERVICES:

Some of the key requirements of the Technical proposal on the implementation services will be:

i. Mechanisms/support for Data migration (legacy data, duration), data quality management etc. (APL is having existing applications like Tally/Custom ERP Software and excel based data.)
ii. Understanding of the business operations of APL, The Best practices library, the suggestions for Process redesign.
iii. Training the users and the mechanisms to ensure that all the intended users can use the system effectively.

1.2.2 THE METHODOLOGY:

The methodology for implementation should address the following key aspects with respect to the guidelines for GROW with SAP S4 HANA Public Cloud implementation.

The implementation stages

i. The deliverables at different stages
ii. The internal (within the project deployment of expertise)
iii. The review mechanisms with stake mechanisms to adopt the feedback team) review mechanisms and the holders, steering committee and practices to ensure that the project is implemented by deploying the best practices available with the ERP solution (SAP Public Cloud)

iv. Project artefacts and the project standards.
v. Change control mechanisms.

Note: Any methodology that is suggested by SAP for GROW with SAP can also be adopted by the SI.

1.2.3 THE DELIVERABLES

i. The Format of Deliverables
ii. Review mechanisms for the deliverables
iii. Acceptance mechanisms for the deliverables

1.2.4 THE PROJECT MANAGEMENT

The bidder is required to provide details on

i. Project structure and management.
ii. Solution Design Documents
iii. Project Plan and Resource Loading.
iv. The expertise was deployed at different instances of the project.
v. Mechanisms to manage the project timelines.
vi. Mechanism for mitigation of different risks, quality, attrition and timelines.

1.2.5 PROJECT TEAM

The bidder should provide the detailed profile for the following members/functional consultants of the project team during bid submission, along with the technical bid document.

i. Project Manager with Implementation experience in the public sector enterprise with Oil & Gas PSU/PSU/Govt. Clients in India in GROW with SAP
ii. Functional consultant with experience in the public sector enterprise with Oil & Gas PSU/PSU/Govt. Clients in India in GROW with SAP

1.2.5.1COMPETENCY OF KEY PERSONNEL PROPOSED:

Sl. No	Criteria / Sub criteria	Minimum Requirements	Form to be used / Documents to be attached
1	Solution Architect	Qualification- B.Tech/B.E/MCA/ Any Graduate Experience - At least 5+ years Total experience incl. 5+ Implementation Project with Support for SAP S/4 HANA and mandatory 2 project in SAP S4 HANA – GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India.	Relevant CVs certified by the authorized signatory of the bidder.
2	Functional Lead	Qualification- B.Tech/B.E/MCA/Any Graduate Experience - At least 4+ years Total experience incl. 3+ Implementation Project in SAP S/4 HANA and mandatory 2 project in SAP S4 HANA – GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India.	Relevant CVs certified by the authorized signatory of the bidder.
3	Technical Lead	Qualification: B.Tech/ B.E/MCA Experience - At least 5+ years Total experience incl. 4+ Implementation Project in SAP S/4 HANA and mandatory 2 project in SAP S4 HANA – GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India. For Technical Lead ABAP - Must have been involved in creating Functional Specification, Technical Specification and should have knowledge in API, FIORI, OData etc. for at least 3 ERP Projects	Relevant CVs certified by the authorized signatory of the bidder.

4	Technical Lead (BASIS)	Must have been involved in installation of ERP application on Cloud, Operating system installation, configuration, and system and database administration for at least 3 ERP Projects. Mandatory experience in 1+ Implementation project of GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India.	Relevant CVs certified by the authorized signatory of the bidder.
5	Functional Consultants	Qualification - B.E / B.Tech /MCA / MBA / CA / ICWA/Any Graduate Minimum 2 + Yrs. of experience with at least 2 end-to-end ERP project implementation Project in SAP S/4HANA and mandatory 1 project in GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India.	Relevant CVs certified by the authorized signatory of the bidder.
6	Technical Consultants	Qualification - B.E / B.Tech /MCA / MBA / CA / ICWA/BCA Minimum 2 + Yrs. Of experience with at least 1 project in in GROW with SAP Oil & Gas PSU/Govt clients in India/Any PSU in India.	Relevant CVs certified by the authorized signatory of the bidder.

Note: If any of the above is found to be wrongly stated, APL have the rights to ask for immediate removal of such consultants and penalize the bidder including blacklisting.

i. Named resources are to be proposed along with their CV and the key cannot be changed at the time of deployment or till project Go-Live. If any resources are changed APL have the right to penalize the Bidder.

ii. The Bidder is required to provide CVs of team members proposed to be deployed on the said project as part of the response to this bid document. The prescribed format for providing the CVs is enclosed and is to be submitted during bid submission along with the technical bid document.

iii. The team members named in the proposal should be available during the entire duration of the project.

1.2.6 THE SUPPORT AND MAINTENANCE INCLUDING HYPERCARE

The bidder is required to furnish the following details in the Technical Proposal on the application support services in terms of:

i. The list of services to be delivered during the maintenance period. The support services must include dedicated support during quarterly accounts closing.
ii. During the Hypercare period of 3 months post Go-Live, the required module consultants are required to be Onsite.
iii. The mechanisms to source and monitor the services.
iv. The escalation mechanisms and the structure for the resolution of issues.
v. The team structure and resource loading to deliver the services, etc.
vi. The resource loading for on-site and remote services.
vii. The mechanisms and tools to monitor the SLAs.
viii. The mechanism for corrective actions.
ix. Minor developments as continuous improvements to facilitate APL to get maximum benefits out of the system.
x. Mechanisms to institutionalize the center of excellence (CoE) for ERP support at APL.
xi. The onsite Support Services for 3 years for the SAP Coordinator with knowledge of FICO/MM modules is mandatory post 3 months of Hypercare period. while onsite support for MM, SD modules will be provided by the successful bidder as per APL's request on Head office at Guwahati or Plant Site at Namrup and Bongaigaon. However, issues must be resolved within one working day or according to the SLA matrix. The onsite personnel assigned to APL must be capable of coordinating with their counterparts for MM, and SD modules to resolve issues onsite with the help of offsite resources. They must be on the payroll of the successful bidder. In case of attrition, the replaced personnel should be equally qualified, with their resume and qualification certificates approved by APL, within three working days. Any deviations will result in proportionate daily deductions without reason. Changes in support staff require APL’s approval. Unsatisfactory support services may lead to the bidder being listed on the company's Holiday List.

1.3 APL'S OBLIGATIONS

a) Internet connection.

b) Timely sign off and payment for SAP Order Form to ensure the server for SAP Implementation is timely placed

c) Office space for the onsite team of the implementing agency.

1.4 SCOPE OF WORK

The entire scope of work is related with implementation of ERP solution at the APL (including customization, testing, integration, and training). It is imperative upon the SI to follow the best practice method as related to ERP product and industry standard. SI will undertake the following project activities as part of Project Implementation Services. Before submission of any deliverables, the format needs to be approved by APL.

Business Design Objective, approach and methodology should ensure the following steps:

a. Simplification and Standardization of Processes: The processes of all divisions need to be studied and simplified into logical steps at first from the perspective of standard integrated ERP processes. All processes need to be depicted in simple flow diagrams with clear linkages. This will help in reviewing some of the old manual practices in view of the integrated system scenario of the future. SI also needs to explore the standardization of processes across all lines of businesses/divisions.

b. ERP capability: To ascertain adoption of ERP functionality by APL the principle to be applied is that if ERP offers a particular functionality relevant to APL's processes, that set of processes will move to ERP platform irrespective of whether they are currently manual or enabled through current applications.

c. Elimination of redundant and non-value adding processes: After simplifying the processes, all processes are to be reviewed to eliminate the redundant steps and practices. Non-availability of information across the departments results in repetitive and redundant activities in a manual work environment.

d. Leading Practices: After eliminating the redundant processes, gaps to be identified and the processes need to be refined (if needed) to ensure a robust ERP implementation. The primary objective of this step is to enhance functional efficiency and process performance and minimize the requirement of customization of the product. This is the most important phase which will have a strong bearing on the overall performance of the final solution.

The scope of ERP implementation services to be provided by the SI would include the following:

I. Providing implementation services to cover:

a) Configure the ERP as per requirements of APL.

b) Providing implementation and project management services.

c) Data Migration of the materials data, project data, financial data, etc. (Opening Balance)

d) Training the users and facilitating the adoption of the ERP solution by the users/employees of APL (for the period of one year after ERP implementation).

II. Support and maintenance services

a) Providing application support for three years after completing the implementation of the ERP Solution.

b) Option to extend the contract for another one year to provide application support, after the completion of the third year of support.

III. Hardware Requirements:

The contractor will provide the input regarding IT infrastructure e.g. PC configuration of end-users and internet security requirements for running the application at the user end smoothly.

IV. Network Requirements:

APL will provide the Network infrastructure; however, the contractor shall provide the details of the network requirements for the proposed solution.

1.4.1ORGANIZATIONAL SCOPE

i. SI will prepare, submit and walk through an Integrated Project Charter for the entire project that covers detailed tasks which are intended to be performed as part of the project.

ii. SI needs to prepare, submit & walk through a Project Charter, which will serve as the foundation document for all activities related to the project. Additionally, the Inception Report must cover the risks that the SI will anticipate and the plans to mitigate those risks.

iii. SI must visit all the departments as part of the AS-IS study so that proper homogeneity can be achieved across all APL Sites

iv. SI will perform a business process analysis and prepare BRD Document (‘As Is’, ‘To be’ and Gap Analysis) Reports (with required process definition and flow diagrams, process enhancements and gap-fitment analysis to map all business requirements of APL in the ERP solution as per the functional scope. SI is expected to conduct workshops, give detailed presentations on Business Solution Design, which will include the gap analysis, a way forward to fill the gap and specific recommendations for the adoption of new, improved business processes by APL. As Public Cloud is a standardized product with the best practices, SI should try to map all the business processes using the standard functionalities.

v. SI must map the Functional Requirements to the proposed ERP system and analyze the existing gaps between the Functional Requirements and the functionalities provided by the ERP system.

vi. SI should identify the customization requirements for the proposed ERP implementation.

vii. The TO-BE process design shall include, but not be limited to:

   a. Overall Organization design
   b. Process charts/flow diagrams outlining broad processes and sub-processes for each function (including reversal cycles and process variants)
   c. Checks and controls for processes
   d. Roles and responsibilities for processes
   e. Business process improvement planned through a new process design
   f. Integration with existing systems, which are to be retained
   g. Required report formats
   h. Management dashboards for various levels

1.5 PROJECT GOVERNANCE STRUCTURE & REPORTING:

In order to ensure better monitoring and control of the project the formation of the following committees is needed before commencement of the project. The structure of these committees will be:

1. Steering Committee: This committee will consist of the top management employees of APL, ERP Project Director of the SI and a representative from SAP. The Steering committee would provide guidance from a strategic perspective and will perform monthly review of the project progress and issue or dispute resolutions, if any. The Steering Committee will jointly have a

physical meeting with a frequency of 30 days during the implementation phase till go-live of the solution for monitoring the progress of the job or as and when required ONSITE.

2. Project Manager: APL will have their own project manager for the ERP implementation project. The SI is also expected to appoint a dedicated full-time project manager as per the experience mentioned.
3. Core Group (Core Team): This group consisting of Functional Experts, technical experts and infrastructure experts of SI and APL
4. Project Reporting: The SI shall provide weekly and monthly progress reports. The formats and contents of the weekly and monthly progress reports will be finalized at the start of the planning phase and shall be jointly agreed by APL and SI. The formats shall cover but not limited to the following:
   a. Progress against the Project Management Plan in terms of activities and deliverables
   b. Status of all risks, challenges and issues, and the related mitigation activities
   c. Status of testing at applicable stages of the project
   d. Exception reports
   e. Issues that require action along with proposed effective solutions and persons responsible therefor.
   f. Timelines for implementing such solutions to remedy such issues.
   g. Weekly review meetings shall be held at APL premises and shall be attended by the designated Project Manager and senior staff of the SI. Other than the planned meetings, APL may also call for Steering committee/Project Management Office group meeting with prior notice.
   h. APL reserves the right to ask the SI for the project review reports other than the standard weekly review reports.
   i. APL reserves the right to ask the SI to deploy additional manpower to speed- up the implementation process and meet the project deadline. In such case, the SI shall deploy additional manpower without any extra cost to APL.

1.6 SYSTEM IMPLEMENTATION

I. SI should clearly specify the project implementation strategy in their technical proposal.
II. SI will deploy a dedicated team of experts for the implementation of the proposed ERP solution, which will be deployed on-site at the APL office in Namrup. (Minimum 6+ member comprising of 1 consultant per module

including ABAP Team)

III. APL may ask the SI to deploy additional personnel to meet the project deadline; in such a case the SI shall deploy additional manpower at no extra cost to APL.

IV. SI will configure the specific ERP modules and develop interfaces as per the requirements.

V. Minimum customization/ development is desirable for the proposed ERP system. This is important to ensure that future upgradation, enhancements and bug fixing are not impacted. Every customization must be documented in detail, and the code/script should be properly annotated with comments.

The Core implementation Activities: The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of ERP implementation and should cover the following broad phases or work elements:

The implementation methodology to be adopted by SI should be the Activate methodology, which will encompass the following components of the SAP Activate methodology:

- **Prepare Phase**
  - Conduct project planning, including defining scope, timelines, and resource allocation.
  - Perform initial assessments and establish a high-level roadmap.
  - Set up the project governance structure and onboard stakeholders.
- **Explore Phase**
  - Perform Fit-to-Standard workshops to align business processes with SAP best practices.
  - Document gaps and identify areas requiring custom development or configuration.
  - Validate requirements and create a solution design.
- **Realize Phase**
  - Configure the system in line with the validated solution design.
  - Execute unit testing, integration testing, and user acceptance testing.
  - Develop and test custom enhancements, interfaces, and reports (if any).
- **Deploy Phase**
  - Prepare and execute data migration activities.
  - Conduct end-user training sessions.
  - Execute cutover activities and ensure a smooth transition to the

production environment.

- **Run Phase**
    - Provide post-go-live support to resolve issues.
    - Monitor system performance and user adoption.
    - Implement continuous improvement initiatives.

Implementation Guidelines and Best Practices

- The tender will require adherence to SAP best practices during all project phases to ensure compliance with industry standards and to leverage pre-configured solutions.
- Utilise the SAP Activate Roadmap Viewer to monitor progress and ensure alignment with deliverables.

Project Governance and Quality Assurance

- Define clear roles and responsibilities for all stakeholders.
- Conduct periodic project review meetings to monitor progress and address challenges proactively.
- Establish key performance indicators (KPIs) for evaluating project success

1.7 Cut-Over and Go-Live:

1. The SI would be responsible for ensuring that the switchover period from the existing systems to ERP is as minimal as possible, as it will hamper critical business operations of APL.
2. The entire data set (i.e., all open transactions with master data) to be transferred to the new System should be ready in terms of comprehensiveness, correctness and accuracy, before the start of data migration activities, against an approved data migration strategy to be submitted by the SI.
3. The scope of cutover shall cover all the business processes implemented in ERP. The cutover strategy must contain details of the sequence of activities, schedule for the activities/tasks, data conversion and the data migrations of the necessary balances and open items before Go-Live.

   The key requirements of the cut-over plan are as follows:

   a) It should detail the data migration strategy, mentioning the nature and volume of backlog transactions and the specified forms/formats/templates to capture the data.

   b) It should detail the strategy of handling data elements and open items used for planning cut over before Go-Live.

c) It should describe the various prerequisites and assumptions used for each of the data elements before uploading in the live system.

d) It should detail the various business decisions to be taken collaboratively by APL management and SI for finalizing the cut over strategy.

The SI is required to undertake the following to review "Go Live" readiness:

a) Raising any queries with OEM support team for issue resolution.

b) Review the health, usage and performance of the system till the stabilization of the system.

c) Ensure resolution and documentation of all issues raised during implementation

d) Complete the final configuration/ integration, load and stress testing, before switching over to production environment.

e) All training programs must be completed before the go-live event.

f) Declaration of "Go-Live" – the system will be declared "Go-Live" when the above tasks/activities are accomplished satisfactorily and approved by APL.

g) The go-live event will be done on the successful UAT sign-off.

1.7.1 Data Migration of Legacy Data

a) SI will finalize the requirements for data migration and prepare the strategy for building the Master Data. APL will define the data to be migrated. Data cleansing will be done by APL in the agreed format, but porting has to be done by the SI. APL will validate the data before migration.

b) SI will migrate all open transactions from the existing ERP database/ Tally / custom ERP system

c) The tool/ utility for performing data migration must be designed by the SI after adequate study of the data to be migrated. Standard SAP tools to be used wherever possible.

d) SI will identify all risks associated with the data migration and enumerate mitigation measures and prepare a Risk Identification and Mitigation plan for Data Migration. The plan must address the contingency measures to be adopted during the event of a data migration failure. It must also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures.

e) Data digitisation is out of the scope for this project

f) To ensure that the SI gets adequate time to validate the data, the activities related to data migration and conversion should commence during early stage of the Project. Confirmation of Data integrity will be done by the SI.

1.7.2 Operation and Maintenance

a) Operation and maintenance wherever referred in this document includes "comprehensive onsite trouble shooting support" with total responsibility to guarantee uptime as per SLA. The Support is required to be Onsite as mentioned.

b) The scope also includes but is not limited to provision of new releases, patches, versions of software including middleware, firmware, RDBMS, testing tools and bug correction, whichever applicable. (as per the scope of GROW WITH SAP)

c) In addition, the SI will have to rectify free of cost, any fault/issues arising due to incorrect/defective implementation of solution throughout the warranty period except the requirements not discussed during the scoping.

d) The SI is required to provide O&M support as per the details below: -

Description	Duration
Maintenance Support for ERP solution (Onsite)	3 (three) Year from Go-Live (Subject to extension by another for 1 year based on the satisfactory services rendered by SI during the initial 1 Years support period under same terms & conditions)
Development Change requests to allow enhancements to ERP solution as requested by APL during maintenance period (1 year)	1 year (Except major changes which needs to be agreed by both parties)

1.7.3 Post-Go-Live Support for three (03) years including 3 months of Hypercare.

Technical & Functional Support (AT&FS) of SAP for a period of three years from the date of Go-Live. This shall also include technical and functional support from SAP's helpdesk.

a. For this purpose, the bidder is expected to provide the detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc.

b. Provide a Project Manager to be responsible for liaising with all the stakeholders to run the ERP smoothly.

c. The SI partner must deploy at least one resource having sufficient knowledge of SAP troubleshooting and implementation for a minimum of One year after the Go-live. If required, APL may ask the SI to deploy one more person in the event of increased requirements. In such a case, the SI has to provide the additional resource without any additional cost to APL.

d. Contractor would provide on-site support (As per requirement) for a period of three years since the completion of the handholding. The support will address, but not be limited to, the following:
   i. All user-level queries
   ii. Incorporations of new requirements owing to Business, legal, statutory, and policy changes
   iii. Configuration changes
   iv. Customization
   v. Database administration
   vi. Security
   vii. Quarterly closing activities

1.7.4 Maintenance Support

The SI will provide the Operations and Support Team for the Maintenance support phase, to support the ERP solution onsite. SI should propose appropriate manpower to cover L1, L2 and L3 activities. The support (L1, L2, and L3) shall include technical expertise, process implementation, policies compliance, governance and reporting.

The SI Support Team shall provide the following services:

i. On-site helpdesk to support and facilitate the resolution of Incidents and Problems.

ii. The SI will deploy a team providing support for both functional and technical issues. The functional and technical issues in the implemented system resulting in the disruption of day-to-day activities of end users shall be referred to as

'Incidents'. These incidents shall be assigned a 'priority' which will be based on the urgency/criticality and impact on APL's business.

iii. The SI shall provide and implement from time to time the Updates/New releases/New versions of the software and operating systems as required. The SI shall provide updates & patches of the ERP software and tools to APL as and when released by OEM without any additional cost to APL

iv. The nature of support would be as per business hours. The normal technical support hours would be 8:00 AM to 5:00 PM from Monday to Saturday. However, after that time, the nature of support would be on On- Call basis only for critical high priority incidents. For On-Call support, SI shall nominate one person per module and the names of these nominated resources should be available for APL

v. If the system is inaccessible, the SI has to work 24X7 till system availability during the warranty period and maintenance support period.

vi. Any change in the resource should be intimated at least 3 weeks in advance.

vii. SI would deploy its support resources along with required logistics like laptops, mobiles, Data cards, etc., for on-site support.

The scope of work during functional and technical support shall entail the following:

i. Providing complete resolution to all incidents reported by the end user at APL while adhering to the SLA's as mentioned in Section "Service Level Agreement".

ii. Complete configuration requests, development requests, and testing tasks as and when required.

iii. Tuning of ERP, databases, integration and any other components provided as part of the business solution. (As per scope in GROW with SAP)

iv. Apply updates & patches of both hardware and software infrastructure of APL associated with ERP project as and when released. (As per scope in GROW with SAP)

v. Technical updates of the installation to the new version, as and when required. (As per scope in GROW with SAP)

vi. SI shall incorporate technological changes and provide enhancements as per the requests made by APL. SI shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application. (As per scope in GROW with SAP)

vii. The specific requirements for each of Service Desk, Incident management and Problem management have been defined below:

1.7.4.1 Service Desk

i. The SI will provide a Service Desk which will serve as a Single Point of Contact (SPOC) for all incidents, problems, Changes and service requests related to ERP solution at APL
ii. The SI will have to provide Service Desk function (Helpdesk support) providing support from 8:00 AM to 5:00 PM Monday to Saturday.
iii. APL expects the SI to provide on call support in fluent English, Assamese and Hindi with excellent communication skill.
iv. SI to provision support for required L1 / L2 / L3/ L4 activities covering ERP solution /software and Cloud.
v. The following ticket logging mechanisms need to be provisioned by SI for the Service Desk:
    a. Phone Calls
    b. E-Mail/Self-Help web-based tool
vi. The Service Desk shall log user calls for all in-scope services and assign an incident/ call ID number. Priority shall be assigned to each call as per the agreed SLAs.
vii. Creation of a knowledge base / SOPs on frequently asked questions to assist in resolving basic issues.
viii. Track each incident / call to resolution; escalate the calls to the appropriate levels, if necessary, as per the escalation matrix agreed between the SI and APL. The escalation matrix shall be developed by the SI in discussion with APL during the transition phase.

1.7.4.2 Incident Management

Incident Management Services are the activities associated with restoring normal Service Operation as quickly as possible and to minimize the adverse impact on APL's business operations, thus ensuring that the best possible levels of Service Quality and Availability are maintained. The SI needs to cover following listed responsibilities as part of this process:

i. Regular monitoring and reporting of component performance, availability, utilization and efficiency.
ii. Monitor lifecycle of incident/service request ticket and follow escalation matrix to ensure SLA compliance.
iii. Manage end user communication
iv. Create and use SOPs for common / reoccurring service requests and incidents.
v. Support to all end user devices available in the current setup for the proposed solution
vi. Establish Incident Management process and tool to automate the process workflows.
vii. Interface and coordinate with the APL and Third Parties for effective closure of

Incidents.

viii. Establish process / procedures for workflow, escalation, communication and reporting processes that help to achieve and improve SLAs; APL will review and approve Incident workflow, escalation, communication and reporting processes.

ix. Engage in entire Incident lifecycle support including detection, escalation, diagnosis, status reporting, repair and recovery.

x. APL will authorize closure of all Critical and Major Incidents.

xi. Utilize and update known-error database and Knowledge articles.

1.7.4.3 Crisis Management

i. A Crisis Management process shall be defined by the SI to manage Critical and Major incidents, related to ERP solution.

ii. This process will include the workflow and escalation matrix that needs to be followed for all Major Incident.

iii. Such incidents need to be dealt with urgency and taken on priority for resolution.

iv. All major incident tickets will require a confirmation from APL Core Team member for closure.

v. It is a mandate to create a Problem ticket for Major incidents.

vi. The SI is expected to manage and drive the Major Incident Management process for APL across various vendors/OEMs as well.

1.7.4.4 Problem Management

Problem Management is the process responsible for managing the lifecycle of all problems. The primary objectives of problem management are to prevent problems and resulting incidents from happening, to eliminate recurring incidents, and to minimize the impact of incidents. The SI needs to cover following listed responsibilities as part of this process:

i. The SI shall be required to define, implement and follow the Problem Management process.

ii. Enable Root Cause Analysis for:

a) All Critical and major incidents.

b) Incidents repeating more than 3 times.

iii. Provide skilled resources to investigate problems, perform Root Cause Analysis and meet the agreed SLAs.

iv. Identify problem mitigation actions and propose solutions to AP

v. SI must commit to reduction in repeat incidents on a quarterly basis for incidents of all priorities.

1.7.4.5 Training and Change Management

Change Management

In the event of any proposed change to the ERP application during the contract period after Go-Live, the SI will follow the procedure as mentioned below:

i. Prepare a detailed change management & communication strategy along with a plan covering the entire life-cycle of the project.
ii. If APL wants any modification/change in any feature, interface, function, etc. of the ERP solution, it will raise Change Request in the format as prescribed by SI.
iii. SI will study the Change Request and submit Change Request to the Core Team or respective Module owners and the HOD of the requesting department, HOD of IT, ERP Project Manager). HOD's will provide the approval/ rejection of the Change Request.
iv. After receiving approval, SI will complete the changes desired by APL and test it properly in the Quality environment before placing it to the operational environment.
v. The change will be verified by the respective users/Core Team on implementation of the change request to the Production environment. Proper impact analysis and estimation of the changes will be done by the SI.
vi. Prepare change management-related documents.
vii. After implementation of changes, it is observed that the changes are found not appropriate as per requirements or does not work properly; in that case, SI will provide rollback mechanism without any interruption of regular operation of application.
viii. Even if there is no change request, any statute changes (releases of patches/fixes or change in taxes etc.) have to be installed & configured by the SI until the contract period.

Training and Capacity Building

i. Methodology: The following methodologies must be followed by the SI to deliver training:

   a. Classroom training

b. System walk-through
c. Hand on practice sessions
d. Train the Trainer

ii. Evaluation Parameter: Each training session would be evaluated by SI using the APL participant feedback, based on the following high- level parameters:

a. Training delivery effectiveness: based on content and presentation by trainer(s)
b. Theoretical knowledge assimilation by trainees
c. Practical knowledge: Ability to perform guided/unguided exercises

iii. Evaluation mechanism: Each training session must be evaluated basis the feedback captured from APL by the SI as follows:

a. Evaluations after classroom sessions to ascertain the level of assimilation by the group and effectiveness of training.
b. Evaluation after system-walk through Overall requirements for product specific training and ERP Transformation to be delivered and supported by the SI during the ERP implementation project at APL are as below:
c. This training program shall be conducted before the Solution Design stage and shall cover the following:
d. Organization transition to ERP.
e. High level overview of End to end processes in selected ERP.
f. This training has to be provided to all users in the organization including senior management personnel.

ERP Core Team Training

This training program shall be conducted before the integration testing stage and shall cover the following

a. Overview of ERP end to end processes.
b. Basic concepts and systems workflow.
c. ERP handling for end to end processes.
d. High level set up and transaction flow.
e. Function wise transaction processing in ERP.
f. Develop capability to process transactions.

g. High level configuration in ERP.
h. Capability building for training end users.
i. Understand integration and dependencies to other process areas.

No.	Type of Training	Target Audience	No. of Sessions (End to end Process coverage)	Details: Location, Mode of Delivery, Method of Delivery

j. Core team training has to be provided to selected core team members (approximately one person per department).

ERP End user Operation

This training program shall be conducted before user acceptance testing and shall cover the following:

a. Overview of ERP end to end processes
b. Overview of ERP functional processes
c. Function wise transaction processing in ERP
d. Capability building for training end users
e. End user operation training has to be provided to all end users of the organization.

ERP System Operation

This training program shall be conducted post-Go-Live and shall cover the following:

a. System administration,
b. Database administration, and
c. System/hardware maintenance and operations
d. ERP system operation training has to be provided to one or two system administrators as identified.

1	Introduction to ERP	Executive Management, ERP Core Team	As required by APL	On-Site, Classroom, Physical Presence Training given by SI
2	ERP Core Team Training	ERP Core Team	As required by APL	On site, delivered by SI, Physical presence; Classroom training and System Walk through following the hands-on exercises.
3	ERP End User Operations	End Users across departments	As required by APL	On site; delivered by APL supported by SI, Physical presence; Classroom training and System Walk through following the hands-on exercises or Train The Trainer.
4	ERP System Operations	IT Core Team	As required by APL	On site; delivered by SI, Physical presence; Classroom training and System walk through following the hands-on exercises.

1.8 DOCUMENTATION OF ERP PROJECT

The first set of documents is linked to the functional, hardware and security specifications of the project. The contractor will study the business processes and furnish the following documents:

a) Project charter

b) Solution Design Document

c) Process Mapping with ERP and Gap Analysis Document

d) Data Protection and Privacy Document

The second set of documents is linked to the realization of the Business BRD. This will include installation and commissioning of the SAP modules, carrying out the customization, and achieving specific developments for APL. The Implementing agency will also furnish at least the following documents (Contractor may propose others, based on solution offerings)

a) Data migration strategy document

b) All user guides

c) Unit and integration test scripts

d) User acceptance testing test scripts

e) Cutover strategy document

f) Application Installation Procedure Document

g) System administrators' routine maintenance procedure document

h) Any other, as appropriate and identified during the course of the project

All statutory, legal requirements shall be met in terms of reporting and process coverage without any additional effort on the part of APL officials once the SAP system has been implemented.

The following documents should be submitted as the project undergoes various stages of implementation Indicative list of documents includes:

i. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered.

ii. User Manuals: For all the Application Software Modules, required for operationalization of the system.

iii. System Manual: For all the Application Software Modules, covering detail information required for its administration.

Note: The successful bidder will ensure upkeep & updating of all documentation and manuals

1.9 PROJECT TIMELINE AND PAYMENT SCHEDULE

1.9.1 Time Schedule for Implementation

a) APL intends to complete the implementation and Go-Live by 4 months.

b) The SI shall submit a schedule for the deliverables listed below (but not limited to) that will be delivered during the course of the project plan. The proposed timeline for submitting each deliverable should also be specified in the "T+W" format, where "T" indicates the day on which the Minutes of the kick-off meeting will be issued. This activity will be completed within 1 week from the date both parties sign the contract. 'W' specifies the number of weeks after the kick-off meeting when the deliverable will be submitted.

c) The following are the list of key deliverables (but not limited to) and timelines for the proposed project stages as a part of ERP Solution implementation at APL:

Number	Description of Deliverables	Delivery Schedule
Project Stage: Project Initiation		
1	Project Kick-off meeting	Week 1
2	Preparation of Project Charter	Week 1
3	Project Plan, including Work Breakdown Structure, communication / coordination procedure, deliverable submission, schedule and detailed implementation schedule	Week 1
4	Document standards and templates for deliverables and reports	Week 1
5	Resource Mobilization Plan	Week 1
6	Initial workshop on overview of ERP & functionality of various modules	Week 1
7	Project Risk, Assumption, Issue and Dependency (RAID)log	Week 1

Project Stage: Business Blueprint Design		
1	Detailed Plan for Business blueprint design	Week 1
2	Study AS-IS processes	T+3 week
3	TO-BE processes Report / Solution Design Document	T+5 weeks
4	Fit to Standard demonstration	T+8 weeks
5	Gap Assessment Report	T+9 weeks
Project Stage: Data Migration		

1	Data Collection Templates	T+3 weeks
2	Data Migration Strategy Report	T+5 weeks
Project Stage: Training		
1	Training Plan with schedules and training content	T+10 weeks
2	User Manuals	T+12 weeks
3	Delivery of User Training	T+11 weeks
4	User Training Evaluation Report / feedback	T+1 weeks
Project Stage: Cut-over and Go-Live		
1	Cut-Over Strategy	T+12 weeks
2	Go-Live Plan	T+12 weeks
3	Log of Defects, Issues and Changes	T+13 weeks
4	UAT sign-off	T+14 weeks
5	GO-LIVE	T+16 weeks
Project Stage: Post Go-Live Support for a period of three years from the date of go-live		
1	Incident and Problem Management Report (weekly)	
2	Change Log (weekly)	
3	Status report for defect fixes categorized by priority and completion (Weekly)	
4	Root cause analysis report (Monthly Steering Committee meeting)	
5	System availability and Backup report (Monthly Steering Committee meeting)	
6	SLA Adherence report (Monthly Steering Committee meeting)	

Wherein "T" shall specify the day on which Minutes of kick- off meeting would be issued. This activity would be completed within 1 week

Apart from the above there are other reports that are required to be submitted during the implementation phase which are as follows:

Project Stage: Project Governance and Reporting	
PG1	Project Status Report to PM (weekly)
PG2	Presentation to ERP PM and Core Team (Weekly)
PG3	Presentation to ERP Project Management Committee (Monthly)
PG4	Presentation to ERP Steering Committee (Monthly) and at the end of each phase or on need basis
PG5	Updated baseline of Project plan (Monthly)

1.10 PRICE REDUCTION SCHEDULE (PRS)

In case the contractor fails to make the SAP system go-live, (as per scope) **within 04 months** from the award of contract, (unless such failure is due to Force Majeure or Owner's defaults) the Total Value of Contract shall be reduced by **0.50 %** per complete week of delay subject to a maximum of **05 (Five) %** of the Total Value of Contract, by way of reduction in price for the delay and not as a penalty.

1.11 PRICE ESCALATION

The Price shall be deemed to be firm and valid for the entire duration of the contract till the completion of the work in all respects and shall not be subject to any adjustment due to an increase in the price of materials, consumables labour, taxes & duties etc., or any other input for the performance of work.

1.12 PAYMENT TERMS

Implementation fees as detailed below:

Provisional progressive payments for the part of work executed by the contractor shall be made by the Owner on the basis of said work completed and certified by the EIC as per the agreed milestone payment schedule and the percentage break-ups are given below:

1. **License Payment –**

   a. **For first year of subscription:**

Sl. No.	Milestone	Percentage of Contract charges payable.
1	**Signing of SAP License Agreement**	**80%**
2	**Go Live**	**20%**

   b. **Yearly SAP License subscription fee for subsequent 2 years: 100% before one month from the renewal date**

2. Implementation Payment Terms –

Sl No.	Milestone	Percentage of Contract charges payable.
1	Finalization of Project Plan and BRD APL's Project Team.	20%
2.	Completion of Realization & User Acceptance Testing	30%
3.	Go Live	40%
4.	Completion of Post Go-Live Support and after 12 months Handholding support	10%
5.	AMC for Support and Handholding for 2 years.	Quarterly Pro- rata basis (i.e. 8 Quarters) on successful completion of each quarter.

a) Achievement of the milestone will be certified by the EIC based on inputs from APL project team after completion of the deliverables. A list of documents in support of the completion of each milestone shall be furnished by the contractor in the project plan.

b) Contractor shall submit his invoices to the EIC on completion of milestones in the manner as prescribed by APL. Each invoice will be supported by documentation acceptable to the APL project team and certified by the EIC. Payments made by APL to the contractor for any part of the work shall not deem that the Owner has accepted the work. All payments against running bills are in advance of the work and shall not be taken as final acceptance of work/measurement carried out till the final bill.

c) APL will entertain no claim of interest for any delay on the billed amount. APL reserves the right to recover from the bill(s) and security deposit of the contractor the amounts due to the APL against any PRS or as a result of any claim(s)/compensation(s) or due to any statutory imposition etc., without prior notice. APL also reserves the right to withhold any payment to safeguard the interest of the APL against any due(s), claim(s) etc. No interest shall be payable on withheld amounts.

d) GST payments shall be made on receipt of invoices in proper format as specified in the tender, and also GST Remittance Challan of the previous month are to be attached along with the Current Bill/Invoice.

e) Bidder shall enclose all supporting documents (duly signed with APL's Project team) related to the completion of the milestone in line with the Payment Term of Condition. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC), the payable amount will be released within a period of 15 days from submission of the bill. Employer will release payment through e-payments / cheques only as detailed in the Bidding Document. Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of an individual item may be mutually arrived at between Engineer-in- Charge and the Contractor. Bills shall be raised by the contractor in line with the Tender document. The contractor shall submit No Claim Certificate, No Dues Certificate, and Indemnity Bond along with the final bill.

f) The final bill shall be accompanied by a certificate of completion from the Engineer In charge. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Engineer in charge. The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. APL shall have a right to cause technical examination and audit of the works and the final bill of the contractor including all supporting vouchers abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for APL to recover the same from the contractor from any sum due to him. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for APL, to recover the same from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the APL.

1.13 SERVICE LEVEL AGREEMENT

a. The service level agreement defines the quality and timelines of service delivery during the warranty and O&M phase of the project. SLA helps APL sustain the planned business outcomes from the solution deployed (ERP) on a continued basis over a sustained time period.

b. The primary purpose of this SLA is to clearly define the service level standards in terms of availability, Performance quality and timelines to be provided by SI and further enforce it on SI. SLA in this project shall be in effect for the entire contract period (3 years from the date of Go-Live and any extension thereof).

This Service Level Agreement (SLA) shall become the part of contract between APL and the successful bidder post Go-Live. It is obligatory on part of the successful bidders to comply with the Service Level requirements to ensure performance quality and availability of services throughout the period of contract (3 years from the date of Go- Live or any extension thereof).

1.13.1 Measurement of SLA

The performance of the SI for assessing compliance to Service Level Agreement (SLA)will be measured as per the following methodology:

i. The performance of support services shall be tracked on a monthly basis as per the SLA service levels defined herein.
ii. In case of non-achievement of service levels as per the defined parameters for any category of incidents, for any month, the SI shall be penalized as per the penalty clauses defined under "Maintenance of SLA" of this "Service Level Agreement"
iii. APL reserves the right to terminate the contract in cased of sustained low performance by SI in terms of meeting the defined SLA.
iv. The SI would be subjected to quarterly evaluation by APL for the performance. In addition, the SI would have to perform reporting for O&M activities on a monthly basis.

1.13.2 Incident Support SLA's

Incident Level	Minimum Service Level
Critical (L1)	99.99%
High (L2)	99.50%
Medium(L3)	98.50%
Low (L4)	98.00%

It shall be the responsibility of APL user raising the ticket to define the severity level which best describes the incident. In an event where, APL users have not defined the severity of the incident, it is the responsibility of SI team to analyze and set forth appropriate severity to the problem. In an event of disagreement between APL and SI on the severity defined by APL/user, such disagreement will be discussed with APL. In such cases, the decision of APL will be final and binding on SI.

In addition, the SI needs to provide the following expected SLA levels for:

Measurement	Service Level
Notifying users in advance for all known planned maintenance schedules	100%
Provide SLA compliance reports, monitoring and maintenance related schedules	100%

1.13.3 Incident Support SLA's

1. Below is the indicative list of availability SLAs for ERP solution, SI or Bidder needs to enhance/extend this list.

Domain	Minimum Service Level
ERP Solution Availability	99%

2. The methodology for calculation of application availability is as:
   Application Availability =
   {(Scheduled operation time – Application downtime) / (scheduled operation time)} *100%

Where,

A. "Scheduled operation time" as per the Service Level Agreement (SLA) means the scheduled operating hours of the Application for the month. This shall be arrived at after deducting all planned downtime on the system from the total operation time.

B. "Application downtime" as per the Service Level Agreement (SLA) means the total consolidated time during which the application is not available to APL users due to in-scope system or infrastructure failure and measured from the time. The process of identification of any failure is either though raising of ticket by APL users informing the SI about the same or the failure is known to the Vendor from the availability measurement tools to the time when the Application is returned to proper operation. The methodology for computation of uptime as per the Service Level Agreement (SLA) will be based on availability of the applications to the APL users irrespective of availability of servers either individual server/clusters.

C. In addition, non-compliance with performance parameters and system/service degradation will be considered for downtime calculation.

D. It is the obligation of SI to be in compliance to the service levels defined in this Service Level Agreement (SLA) irrespective of any customizations that the applications would undergo during the duration of this contract.

E. It is mandatory for the SI to be Onsite.

1.13.4 Severity Classification

IR Classification	Description	Response Time	Resolution Time
Critical (P1)	System degradation that slows down operations of entire organization. Problem affecting production systems, demanding immediate attention. Customer or IT service has been affected. Business risk is high SLA: 99.99%	10 Minutes	1 Hours
High (P2)	Other problems with impact limited to 2 or more departments. SLA: 99.5%.	30 Minutes	2 Hours
Medium (P3)	Impact limited to one department SLA: 98.5%.	2 Hours	2 Days
Low (P4)	Impacts single User issues/Other problems with no business impact.SLA: 98%	4 Hours	4 Days

1.13.5 Maintenance of SLA

i. It is the responsibility of SI to implement a system to measure SLA as defined in this RFP. The system should have auditing capabilities will be subjected to audit by APL. Any deviation in the actual real time performance may lead to deduction in quarterly payment

ii. The SI shall provide SLA measurement tools for measurement of each of the sub-systems SLA parameter requirements. APL will have the authority to audit these tools for accuracy and reliability.

iii. In addition, the SI would have to perform reporting for O&M activities when required.

1. Manpower Deployment in Help Desk				
1.1	Deployment of resources (Onsite)	Minimum 99% deployment of resources	Per Occurrence/ Qtr.	a) 0.50 % of the quarterly payment will be deducted per incident per day in case of deviations. b) In case of more than 2 occurrences in a quarter, 0.1% of the quarterly payment will be deducted, per incident per day
2. Technical Support, Trouble Ticketing & Issue Resolution				
2.1	Critical Issue (P1) (that impacts the entire system/organization)	Response Time =15 minutes Resolution Time= 1 Hours	Per Occurrence/ Qtr.	0.75 % of the quarterly payment will be deducted in case of deviations (more than 2 occurrences in a quarter)
2.2	High Level Issue (P2) (that impacts two or more departments)	Response Time = 30 minutes Resolution Time= 2 Hours	Per Occurrence/ Qtr.	0.60 % of the quarterly payment will be deducted in case of deviations (more than 2 occurrences in a quarter)

2.3	Medium Level Issue (P3) (that impacts one department)	Response Time = 2 Hrs. Resolution Time= 2 Days minutes	Per Occurrence/ Qtr.	0.40 % of the quarterly payment will be deducted in case of deviations (more than 2 occurrences in a quarter)

2.4	Low level Issue (P4) (that impacts single users)	Response Time = 4 Hrs. Resolution Time= 4 Days	Per Occurrence/ Qtr.	0.25 % of the quarterly payment will be deducted in case of deviations (more than 2 occurrences in a quarter)

APPENDIX - A

The proposed solution for APL is SAP S/4 HANA Public Cloud. The tentative requirements for each module are mentioned below. The table below is a very basic requirement and should not be drawn the conclusion by the SI that only the following process are required to be implemented.

SL No.	Module Name	Functionalities
01	Financial	• General Ledger Accounting • House Banks • Assets Accounting • Expenses Reimbursement • Bank Accounting • Cash Journal Accounting • Inventory Accounting • Closing & Financial Statements • Invoice & Credit Memos • Receipts from Customers • Down payment Receipts and clearing • Automatic Payments of Vendors • Dunning Letters to Customer & Vendors • Reports (P/L, BS, Segment wise Reports, etc.) • Set of Books, Local GAAP Compliance and IFRS • GST • Withholding Taxes • All statutory compliances.
02	Controlling	• Cost Centre Accounting • Profit Centre Accounting • Cost and Revenue Planning • COPA – Profitability Analysis

03	Materials Management	• RFQ Processing • Indent generation • PO generation. • Goods and Service entry Sheet. • Budgeting • Procurement of Stock Material • Gas Procurement • Procurement of External Services • Procurement of Imported Materials • Procurement of Capital Materials • Workflow Management of Purchasing Documents • Logistics Invoice Verification • Stock Transfer
		• Procurement - Contract • Returns & Complaints • Returnable Process • Procurement for Consumables • Physical Inventory • Stock Reconciliation. • Stockyard Maintenance. • Goods Issue to 3rd Party /Other Stock Yard.
04	SD Module	• Customer Master Data • Organization Structure • Sales Process • Domestic Customer Process • Customer Pricing • Others Sales & Distributions Process

I. Material Management Module

S. No	Process	Sub-Process	Business Requirement
1	Master data	Supplier Master	The system should maintain a centralized Supplier Database with the following information: - Supplier ID; - Supplier Name; - Supplier Country; - Supplier's Multiple addresses; - Supplier contacts; - Standard terms; - Default payment / credit terms; - Multiple Supplier bank account details; - Email address; - Website.
2	Master Data	Supplier Master	Functionality to create supplier master with details like PAN, Tax Registration numbers, Various TDS Details, supplier Bank details, Supplier GST Classification & etc.
3	Master data	Supplier Master	Ability to attach documents like- PAN, GST registration, etc. (in the form of Word, Excel, and PDF etc.) in Supplier Master. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at the transactional level.
4	Master Data	Supplier Master	Support generating vendor master code number automatically
5	Master data	Supplier Master	Capability of creating Supplier Code directly in system or in batch mode using a third-party system.
6	Master data	Supplier Master	Ability to capture all supplier information online with a facility of uploading documents. System to support one-two level approval before creating a supplier code.
7	Master data	Supplier Master	Ability to maintain multiple Suppliers with respective delivery and payment terms and lead-

			time for an item.
8	Master data	Supplier Master	Ability to maintain the list of preferred suppliers at the product category level.
9	Master data	Supplier Master	System should support user defined approved Supplier lists by category ofitems
10	Purchasing	Purchase Indent	System should allow creation of Purchase Indent for stock materials, non-stock materials or fixed assets
11	Purchasing	Purchase Indent	Ability to Refer to previous purchase price on PI.
12	Purchasing	Purchase Indent	The system should have the capability to fetch material price at the time of PI/PO creation from already maintained supplier Price list.
13	Purchasing	Purchase Indent	System should have a capability to generate Purchase Indent based re-order levels etc.
14	Purchasing	Purchase Indent	Checking of Stock Level while preparing PI for Stocks
15	Purchasing	Purchase Indent	System should allow attaching required documents for the reference of buyers in PI. Ex. Material Specification; Design etc. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at transactional level.
16	Purchasing	Purchase Indent	System should record change log of all actions taken on the PI. Ex.- date of action, Item Change detail, Business User details etc.
17	Purchasing	Purchase Indent	Allow authorization-based indent entry and update
18	Purchasing	Purchase Indent	System should have a multiple level approval mechanism based on type of PI, department, value etc.
19	Purchasing	Tendering or Sourcing	Ability to attach documents (e.g. Word, Excel, PDF etc.) with the header and lines of purchasing documents (NIT, RFQ, Quotes and PO) Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at the transactional level.
20	Purchasing	Tendering or Sourcing	Ability to send Invitation for Quotation/ Tender electronically to suppliers

21	Purchasing	Agreement & Contract	System should allow referencing contracts to capture/fetch details like item, prices, terms and conditions at the time of PO creation.
22	Purchasing	Purchase Order	Support updating of defaulted payment terms at PO from supplier master level
23	Purchasing	Purchase Order	System should have a functionality to restrict change in material prices from the already maintained Supplier Price list at the time of PO creation
24	Purchasing	Purchase Order	Support applying additional charges (freight, loading, unloading, miscellaneous charges, other duties & taxes) to the inventory or Assets.
25	Purchasing	Purchase Order	System to have a capability to attach a PO output automatically after all approval for future reference. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at the transactional level.
26	Purchasing	Work Order	System to allow creation/change Work Order with approval mechanism.
27	Service Confirmation	Creation/Change	System should allow confirmation of the services rendered against the service order/work order.
28	Service Confirmation	Creation/Change	System should allow capturing of details like Time period of the service/work performed, location where services/work was rendered, details of Measurement Book No. or Invoice No. etc.
29	Service Confirmation	Notification	System should trigger a notification to the concern authority for approving the work completion.
30	Inventory Management	Goods Receipt	Ability to process purchase receipts without the need to create a Purchase order
31	Inventory Management	Inventory	System should able to support recording material movement based on Bar code scanning (Goods Receipts, Material issue and Dispatch).

32	Account Payable	Vendor Invoice	Functionality of three-way match control at the time of invoicing i.e. Matching of invoice with PO price, GRN quantity, inspection quantity and accepted quantity.
33	Account Payable	Vendor Invoice	Support to book various type of Service invoices -Project Bill -Civic Contractor -AMC & Miscellaneous

S. No	Process	Sub-Process	Business Requirement
34	Account Payable	Vendor Invoice	Functionality to enter supplier invoices without PO.
35	Account Payable	Vendor Invoice	Support to auto calculate and deduct liquidity charges from the supplier invoice, this liquidity charges are calculated based for delay in delivery of good beyond the agreed dates. Delay charges will be 0.5% of total invoice value subject to maximum 5% of invoice value.
36	Account Payable	Vendor Invoice	Functionality to book partial Invoice (invoice qty lesser then PO or GRN qty) against PO and GRN
37	Account Payable	Vendor Invoice	Functionality of maker and checker concept. Document entered by junior user should be verified and post by senior user after verification.
38	Account Payable	Debit/Credit Note	Support generating debit note with or without reference to Purchase order
39	Account Payable	Taxation	Support calculating and book GST, VAT & TDS from supplier invoices.
40	Account Payable	Taxation	Functionality to deduct TDS on GST from supplier invoices
41	Account Payable	Taxation	Functionality to change the incidence of TDS deduction from invoice booking to making advance payment or vice versa. Functionality to track the advance given against invoices and adjustment of the same against invoice.

42	Account Payable	Taxation	Functionality to deduct TDS either at the time of invoice booking and/or at the time of making advance payment
43	Account Payable	Approval	Support online approvals/rejections for payment, supplier invoices, debit memos, credit memos, Advance Payment and any other payment documents. System should support multi-level approval withdifferent approval amount.
44	Account Payable	Payment & Disbursement	Automatically print the cheques when using either automatic payment run, or manual payment run.
45	Account Payable	Payment & Disbursement	Functionality to make advance payment against a contract and PO with matching.
46	Account Payable	Payment & Disbursement	Functionality to enter and track various type of advance / deposit / loan payment and receipt from supplier and employee with or without reference to Purchase Order.
S. No	Process	Sub-Process	Business Requirement
47	Account Payable	Payment & Disbursement	Support adjusting of advances to different invoices.
48	Account Payable	Payment & Disbursement	Support sending notification before security deposit, bank guarantee, earnest money deposit expires may be by way of notification, mail or alert.
49	Account Payable	Payment & Disbursement	System based process of employee advance payment & reimbursement expense. Employee should be able to generate different type of advance payment & reimbursement expense request. Request should be internally approved by respective HOD before submitting to accounts department for payment. Functionality of Adjustment of advance with employee reimbursement expense and tracking of the same.
50	Account Payable	Payment & Disbursement	Support payments to employees for expenses by cheque, bank transfer.

51	Account Payable	Payment & Disbursement	Support for accounting excess or shortage by debiting or crediting expenses for employee’s reimbursement expenses
52	Master data	Reporting	The System should allow for a companywide integrated list of Suppliers that can be shared across all departments and Site Offices.
53	Account Payable	Reporting	Generate creditor aging report for pending payments based on payment terms and user defined ageing buckets.
54	Account Payable	Reporting	Support posting, tracking and ageing of Security deposit, Bank Guarantee and Earnest money deposit from supplier.
55	Account Payable	Reporting	Provide vendor balance confirmation as per required formats.
56	Account Payable	Reporting	Vendor Invoice Status Report: Report on status of vendor invoices sent to higher authority for payment approval.
57	Account Payable	Reporting	Purchase Register as per GST.
58	Quality Management	Process	During the Goods Receipt process, after receiving the goods, a discrepancy report is generated. The Quality Management (QM) module or SAP MM modules is required to perform quality inspection and ensure that the received goods meet the required specification.
59	LD Accounting	LD Accounting	The system will be configured to use a separate liability account for LD, ensuring it does not impact stock valuation.

II. Finance and Controlling Module

Sl. No	Process	Sub-Process	Business Requirement
1	Master Data	GL Master Data	System should allow definition of certain GL accounts and sub- ledgers/ control accounts such as customer/ vendor accounts in a way that individual transactions can be tracked based on its 'open' status.
2	General ledger accounting	Organization Structure	Support defining multiple locations and segments
3	General ledger accounting	Organization Structure	Functionality to generate Profit & Loss based on PNGRB format (e.g. Customer wise, Location wise, Branch office wise, business channel wise, cost centre wise & etc.)
4	General ledger accounting	Document Posting	System should be able to post transactions fromother modules such as Accounts Payable, Accounts Receivable, Fixed Assets, Payroll in online mode based on mapping of general ledger account codes along with uploading of documents.

5	General ledger accounting	Document Change	System should be able to restrict the ability toperform changes to posteddocuments to authorized users only. System should now allow to change already posted document except fields like text & narrations. Audit trail
6	General ledger accounting	Document Control	System should be able to prevent entries for which debits do not equal credits.
7	General ledger accounting	Document Control	Support preventing manual posting for accounts that are created and used in sub modules like AP, AR etc.

8	General ledger accounting	Document Control	Provide for audit trail for changes in system for example changes in supplier invoices, supplier payments, customer invoices, customer receipts etc.
9	Inventory Valuation	Inventory Valuation	Functionality to calculate moving average price & standard price of material as per Indian accounting IND-AS
10	Taxation	Taxation	Advance Income Tax payable calculation at quarter end
11	Taxation	Taxation	Support in Consolidation of balance sheet of subsidiary company by manually mentioning the P&L and balance sheet data.
12	Taxation	Taxation	GST Report Monthly & yearly
13	Taxation	Taxation	TDS report (salary & non- salary)
14	Taxation	Taxation	Provident Fund report
15	Taxation	Taxation	Professional Tax report
16	General ledger accounting	Close accounting period	System should be able to restrict postings to certain periods System should allow postings to certain authorized users only for the restricted period.
17	General ledger accounting	Reporting	System should be able to draw complete set ofbooks of accounts such as trial balance, profit & loss account and balance sheet (including schedules thereto), cash flow statement and value information required inthe notes to accounts asper Ind AS & PNGRB for each location (e.g. branch, segments,) as well as the company as a whole

18	General ledger accounting	Close accounting period	System should allow a validation of certain procedures to be completed before period closure. (e.g. depreciation run, tallying of inter-company accounts, tallying of GL accounts with sub-ledgers)
19	General ledger accounting	Reporting	System should be able to generate the financial statements and MIS reports in the format required for presentation in the annual report (Indian GAAP/ Ind AS)
20	Inventory Management	Reporting	Inventory Report (balance stock, aging, project stock)
21	Master Data	Fixed Assets Master Data	Functionality to enter main asset and components capturing with components (sub assets) having different life
22	Master Data	Fixed Assets Master Data	Support maintaining other reference numbers such as serial number of assets in assets master.
23	Fixed Assets	Assets Acquisition & Transfer- Fixed Asset	Functionality for recording of asset transfers such as inventory to FA and FA to inventory transfers
24	Fixed Assets	Assets Acquisition	Functionality to add freight and other
			expenses, capitalization for fixed assets and charging to Assets.
25	Fixed Assets	Assets Acquisition	Provide for subsequent expense capitalization after asset has been created
26	Fixed Assets	Assets Transfer	Functionality for transfer of asset to inventory for disposal. This wouldtransfer from fixed assets to inventory

27	Fixed Assets	Assets Disposal	Provide for asset disposal and perform the asset retirement with sale proceeds, cost of removals and profit and loss entries.
28	Fixed Assets	Assets Disposal	Functionality to stop asset depreciation when asset is decided to be sold and transferred to inventory.
29	Fixed Assets	Assets Revaluation	Functionality to calculate revaluation of assets.
30	Fixed Assets	Assets Under construction	Functionality to maintain WIP assets in system including cost maintenance, transfers from inventory.
31	Fixed Assets	Assets Under construction	Functionality to accumulate the cost aswork in progress (WIP) assets.
32	Fixed Assets	Assets Under construction	Functionality to not to calculate the depreciationon WIP assets until the assets are capitalized.
33	Fixed Assets	Assets Under construction	Functionality to capitalize WIP assets when asset is ready for put to use.
34	Fixed Assets	Assets Under construction	Multiple work order for Project work (CWIP Assets).
35	Fixed Assets	Assets Under construction	Bifurcation of project work nature wise (revenue or capital in nature)
36	Fixed Assets	Assets Under construction	Identification of Project. Whether it is for City Gas distribution project (pipeline laying), Common Carrier, Dedicated line or CNG, Common Project.
37	Fixed Assets	Assets Under construction	Functionality to post first material received for project in inventory module. Material should be further issue to project code as project expenses and CWIP. Functionality to auto capitalization directly at the time of GRN. Functionality to tag assets for project at the time of

			GRN.
38	Fixed Assets	Depreciation	Automatically calculate monthly depreciation (Companies act 2013 & Income Tax)
39	Fixed Assets	Depreciation	Automatically generate & post entries of depreciations
40	Fixed Assets	Depreciation	Functionality to calculate intangible asset depreciation
41	Fixed Assets	Reporting	Support providing asset details for asset register like description, asset category, location of the asset, employee holding the asset, insurance details on the asset, date on which the asset is capitalized, acquisition amount, acquisition year, depreciation for the year, accumulated depreciation, scrap value,put to use date, use fulllife of assets, expiry dateof assets & etc.
42	Fixed Assets	Reporting	Physical Assets inventory report
43	Fixed Assets	Reporting	Generate detailed CWIP report for the items which are issued for capitalization from inventory
44	Treasury	Loan & Advances	Provide for incorporatingthe loan terms and conditions including schedule of repayment
45	Bank & Cash	Bank Reconciliation	Capability to automatically reconcile the bank transactions with the bank statements received from the bank in the prescribed format
46	Bank & Cash	Reporting	Support generation of the bank reconciliation report
47	Bank & Cash	Reporting	Petty cash Register

III. Sales and Distribution Module

S. No	Process	Sub-Process	Business Requirement
1	Master Data	Customer Master Data	Maintain of customer master data through BP.
2	Organization Structure	Organization Structure	Define of Sales Organization, Division, Distribution Channel, etc.
4	Accounts Receivables	Sales Process	Implement the SAP SD module to centralize all sales orders, ensuring a single source of truth. Sale of Tender forms. Sale of Traded Items. Sale of Scrap material. Sales of Fixed Assets.
5	Accounts Receivables	Domestic Customer Process	The accounts of the domestic customers are maintained in a different application, the total outstanding of all domestic customers to be posted in a G/L through a reconciliation key.
6	Accounts Receivables	Other Sales & Distributions Process	a. Post Advance/ Down payment receipt b. Post Receipt (Both full and partial) c. Clear Customer down payment d. Clear Customer account e. Customer line-item display and its clearing for partial payment. f. Display/List Document g. Change Document h. Reversal of individual document i. Mass Reversal of documents

7	Export Handling	Export Handling Process	Configure SAP for LC terms, export documentation, and statutory compliance for foreign shipments.

Business Technology Platform (BTP) Module

Sl No	Particulars
1	Mobile & Portal: A mobile and web portal can be built using SAP Fiori or BTP for on-the-go order creation, tracking, and customer reporting.
2	Automated Gate Entry: A dedicated Gate Entry module can be implemented via BTP to digitize the tanker documentation process and automate the gate pass system.
3	Development of MSME field and report in BTP platform
4	Development of 5 custom reports as per APL in BTP platform

Gate Entry Module:

Customisation of Gate Entry Management, encompassing Returnable Gate Pass (RGP), Non-Returnable Gate Pass (NRGP), and Tanker Management processes.

In APL, the Gate Entry Module is a core part of the SD process. Hence, the entire process is required as a custom module.

The solution shall provide a centralized and automated system for recording and controlling all inward and outward movements of materials and vehicles at the plant gates, ensuring compliance, security, and operational efficiency.

The contractor shall configure the custom module to capture vehicle and driver details, integrate gate entries with Purchase Orders, Stock Transport Orders, Sales Orders, Delivery Challans, and other relevant documents, and enable approval workflows for RGP and NRGP with real-time tracking and alerts. The system shall support returnable material monitoring with due dates, overdue notifications, and reconciliation, as well as NRGP processing for permanent dispatches such as scrap, samples, and consumables. For tanker management, the solution shall record data of weighbridge systems for capturing gross/tare/net weights, validate transporter credentials, track loading/unloading activities, and provide exit clearance based on document and compliance verification.

The selected vendor shall also deliver standardized reports and dashboards, including but not limited to overdue RGPs, NRGP summaries, tanker in-out status, and daily gate entry logs. The scope excludes supply of physical infrastructure (gates, weighbridges, hardware, scanners, etc.), but requires full configuration, testing, training, and documentation of the implemented processes.

SECTION – III

INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Assam Petrochemicals Limited (APL) was set up to utilize the huge reserve of Natural Gas in the Upper Assam oil fields and also to meet the requirement of increasing national demand for Methanol and Formalin. Incorporated in 1971, the company was a pioneer in the field as it was the first to manufacture petrochemicals in India using natural gas as feedstock. It's Petrochemical plant is set up in Namrup, Dibrugarh Dist. of Assam. Further, the company has a conversion facility at Raninagar, West Bengal.

The company has commissioned its new 500 TPD Methanol Plant along with 10.94 MW captive power plant at Namrup. Further, company implementing one 200 TPD Formalin Plant at Boitamari, under Bongaigaon District.

1.2 Approach to site:

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

2 IMPORTANT POINTS TO BE NOTED

2.1 Bidder to submit duly filled, stamped & signed copy of Integrity Pact along with the offer as per format provided in Annexure -1.

<u>Earnest Money Deposit (EMD):</u> Rs. 6,13,000/- (Rupees Six Lakh Thirteen Thousand) Only in Online Mode only by Internet banking /RTGS/NEFT or Bank Guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in Annexure -2. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

2.1.1 EMD validity (For BG Only): EMD shall initially be valid for 6 months from the due date for bid submission. Bidder shall extend EMD Validity on its expiry as per requirement of APL till the order is not placed on Vendor / Contractor (Successful Bidder); failing to provide Extension in EMD Validity shall lead to rejection of bid.

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

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

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

2.1.3 Refund of EMD: After acceptance of order by Vendor / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the

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

2.2 Price Bid Opening: Will be intimated later to the techno -commercially acceptable bidders.

2.3 The hard copy of techno -commercial offers submitted by bidders shall be either neatly spiral bounded or hard bounded. Offers submitted in loose/stapled papers will not be accepted.

2.4 TENDER Processing Fees -Rs 6,130/-(Rupees Six Thousand One Hundred Thirty only)

2.5 Performance Bank Guarantee –

Within 30 days of the receipt of the notification of award/ FOA from APL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit @ 5% of annualized contract value excluding GST in accordance with appropriate tender terms. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

3 **BIDDING DOCUMENTS**

3.1 The bidder is expected to examine the bidding documents, including all instructions, forms, General Conditions of Contract, Special Conditions of Contract , Technical Specifications, Drawings and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every res pect may result in the rejection of the Bid.

4 **DUE DATE FOR SUBMISSION OF BIDS**

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

4.2 APL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the APL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

4.3 Any request for due date extension shall be received to APL 48 hr s in advance to bid due date in writing clearly indicating the reason for extension. APL will determine to its subjective satisfaction whether the bidder extension request based on the reason mentioned by the bidder to be accepted or not and such determina tion shall not be open to question.

5 **MODIFICATION & WITHDRAWAL OF BIDS**

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

6 **LATE BIDS**

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

7 BID VALIDITY

7.1 Bids shall remain valid for 6(six) months from the date of Un -priced Bid Opening .
7.2 Notwithstanding the above, APL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).

8 BID EVALUATION CRITERIA

8.1 Bid Evaluation Criteria is covered under Section - IV - “Bid Evaluation on Criteria & Price Evaluation”.

9 BID REJECTION CRITERIA

9.1 Prior to detailed bid evaluation, APL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms , conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with t he bidding documents, the APLs rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by APL.

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

(a) Non-responsive bid as mentioned in clause no. 9.1 above.

(b) Non Meeting Pre -Qualification criteria

(c) Defect liability period.

(d) Bids with Price variation clause (PVC)

(e) Non-Submission of EMD, if applicable

(f) Non-Submission of Integrity Pact, if applicable along with the un -priced offer / on or before the bid due date & time as instructed in this Enquiry

(g) Non-submission of Pre -filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.

(h) Submission of prices with erasures or corrections or using white fluids.

(i) Submission of Prices / rates in SOQ / SOR in un -priced bid.

(j) Rejection note as mentioned under various clauses of this ENQUIRY document

(k) Not attended Pre-Bid meeting

(l) Not have any Support Office within Assam

10 CLARIFICATIONS ON BID

10.1 Clarifications that the Bidder needs to have on the ENQUIRY specification can be sought from APL in writing within one week from the date of issue of this enquiry .

10.2 Bidders requesting clarifications beyond one week from the da te of issue of this enquiry will not be entertained . Non-receipt of clarifications from APL for queries raised beyond one week will not be considered for extension of time to submit the bid.

10.3 All such correspondence shall be routed to the address mentioned in Sl. No. 2.0 (j) of IFB highlighting in Subject "Clarifications for Tender No. APL/C&P/SAP/25-26/539

10.4 Written queries only shall be replied.

11 OPENING OF TECHNICAL & UN -PRICED COMMERCIAL BIDS

11.1 Technical and unpriced commercial bids shall be opened at the Office mentioned in Clause No. 2.0 (h) of IFB online on the due date and time as mentioned in Clause no. 2.0 (g) . Only the name of the bidders who have responded to the enquiry will be read before the bidder's representatives(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped “Proforma of letter of authority for attending Technical Bid Opening” and submit it to APL before opening of the Un -priced bid. Bidders who are p resent during Un-priced bid opening shall sign un-priced bid opening statement evidencing their attendance. If bidder is placed on holiday / blacklisted after iss ue of enquiry but before unpriced bid opening, their un priced bid will not be opened.

12 **OPENING OF PRICE BIDS**

12.1 Techno -Commercially acceptable bidders will be shortlisted by APL for opening of price part of their bids. Date and time for opening of price bids will be informed to the shortlisted bidders subsequently in e -tendering portal https://assamtenders.gov.in/nicgep/app

Price bid shall be opened online at the Office mentioned in Clause No. 1.0 (h) of IFB online . Only the final bid cost will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the

Bidder. The Bidder's representative(s) who choose to attend sho uld carry along with them duly filled, signed and stamped "Proforma of letter of authority for attending Priced Bid Opening" and submit it to APL before opening of the priced bid. Bidders who are present during priced bid opening shall sign priced bid ope ning statement evidencing their attendance. If the bidder is placed on holiday / blacklisted after opening of un -priced bid but before opening of priced bid, their price bid will not be opened.

13 COMPLETE SCOPE OF WORK

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

14 AMENDMENT OF BIDDIN G DOCUMENTS

14.1 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.

14.2 The modifications/amendment will be notified through Addendum / Corrigendum in e -tendering portal https://assamtenders.gov.in/nicgep/app & APL's website www.assampetrochemicals.co.in . Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.

14.3 Bidders shall examine th e 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.

15 SITE LOCATION / SITE VISIT

15.1 The bidder must at its own discretion can examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

16 BIDDING DOCUMENTS AND DEVIATIONS

16.1 It is expected that bidders will submit bids strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Bidders has to submit declaration in their Letter Head for "No Deviation" Confirmation as per Annexure – 6.

17 LANGUAGE OF BIDS

17.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and CLIENT /TCE, shall be written in English language only.
17.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

18 PRICE BID / Schedule of Rates

18.1 The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".
18.2 Bidders shall quote indicating basic cost (inclusive of all taxes, duties, levies, royalties, octroi applicable, packing & forwarding charges, transportation charges etc. but exclusive of GST) in priced bid only. GST s hall be quoted separately in Un -priced bid only.
18.3 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.
18.4 The prices quoted by the bidder shall remain firm and fixed and shall be valid u ntil completion of the Contract and shall not be subject to variation/ escalation on any account except as otherwise specifically provided in the Contract documents.
18.5 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
18.6 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, royalties, orders and formalities applicable to Goods & Service tax (GST) on the import, manufacture, sale and/or supply of any material to APL and performance of the works under the Contract. The supplier/contractor shall keep APL indemnified from and against any and all claims, demands, prosecutions, actions, royalties, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, royalties, charges or levies or any breach or infraction of any applicable laws, rules,

regulations, orders or formalities concerning the same and from the consequence thereof.
18.7 In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering

19 DIGITAL SIGN ATURE

19.1 All documents of Un -priced Bid and Price Bid up loaded in e -tendering portal should be digitally signed.

20 CORRECTIONS AND ERASURES

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

21 CLARIFICATIONS ON BIDS

21.1 To assist in the examination, evaluation and comparison of bids, APL may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by APL. Bidders not re sponding to clarification / Queries raised by APL on bids within the stipulated time will not be considered further for evaluation and bids will be rejected.

22 TECHNO -COMMERCIAL EXAMINATION OF BIDS

22.1 APL will examine or cause to be examined the bids to determi ne whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
22.2 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.
22.3 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.
22.4 Bidder(s) techno -commercially accepted will only be communicated for price bid opening.
22.5 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 LO A / WO will be issued to them.

23 REBATE

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

24 CONTACTING APL

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

25 APL'S RIGHT TO ACCEPT/REJECT BIDS

25.1 APL reserves the right to accept or reject any bid and to annul the bidd ing 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.

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

26 PREPARATION OF BIDS - TWO BID SYSTEM

26.1 The bidder is required to prepare bid in a format as outlined in Checklist for

Submission of Bid" in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

27 CONFIDENTIALITY OF DOCUMENTS

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

28 SUBMISSION OF BIDS

28.1 Bidder(s) will be required to submit the bids online in e -tendering portal https://assamtenders.gov.in/nicgep/app . The original copies of the Un -price bids is required to be submitted within 7(seven) days from the Bid due date and time to the address given in Sl. No. 1.0 (f) of IFB .
28.2 Cover containing documents as per clause no. 2 8 and Checklist for online Submission of Bid":

a) Cover No. 1 : "Fee/PreQual/Technical "
i. File 1 - EMD + Integrity Pact as per Annexure - 1
ii. File 2 – "TECHNO -COMMERCIAL / UN-PRICED BID" shall contain the following:

1. Bidder's general information as per Annexure 1
2. Power of Attorney as per Annexure 5
3. Proforma for letter of authority as per Annexure 6
4. Format for statutory auditor's/ chartered accountantcertificate for financial capability of the bidder as per Annexure 7
5. Format for certificate from bank if bidder'sworking capital is inadequate as per Annexure 8
6. "No deviation confirmation" as per Annexure 9
7. Declaration on liquidation as per Annexure 10
8. Details of litigation as per Annexure 11
9. Declaration on tender document downloaded as per Annexure 12
10. Check list for agreed terms and conditions as per Annexure 13
11. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
12. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
13. Any other information/ details required as per Bidding Document
14. All Forms and Formats including Annexures.

15. Tender Document duly signed/ digitally signed by the Authorized Signatory.

b) Cover No. 2: "Price Bid"

1. Price Bid containing Schedule of Rates & Quantities with duly filled prices in Original to be uploaded online in Microsoft Excel File as per format provided.
2. The bidders shall ensure submission of prices without any errors.
3. Pricing information shall NOT be included in the "Fee/Pre-Qualification/Technical" Part of the Tender. Bidder s shall ensure that no pricing information of any type is shown in their "Fee/Pre-Qualification/Technical". The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.

29 OTHER DOCUMENTS & REQUIREMENTS

The Bid, as submitted will consist of the following:
29.1 Complete Set of TENDER documents duly filled in, signed and stamped by the bidder as prescribed in different clauses of TENDER documents.

29.2 Power of Attorney or a true copy thereof, duly attested by Gazetted Officer in case a representative that has signed the TENDER is a person not competent / authorized and bind the bidder .

30 E-TENDERING REQUIREMENTS & GUIDELINES

30.1 The subject tender is an e -tender and owner has hoisted the complete tender documents on website https:// https://assamtenders.gov.in/nicgep/app 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/nic gep/app , as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents are to be filled in the BOQ (Financial Price Bid Part – II).

30.2 The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish a ll the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender .

30.3 The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.

30.4 Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.

30.5 Bidders are requested to read the document (Special Instruction to Bidders for Participating in e -tender) SITB available on the moving scroll of the website https://assamtenders.gov.in/nicgep/app and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "Bidders manual Kit" section available in the homepage at the website.

30.6 The bidder shall submit their offer through e -tendering site as mentioned above, following the steps in the e -tendering portal. Physical hard copies of uprice-bid along with the EMD is to be send to the address mentioned Clause 2.0 (f) of IFB within 7(seve n) days from unpriced bid due date and time .

30.7 The Owner shall not be responsible for delayed submission of offers or non - submission of offers due to any reason whatsoever. The responsibility of ensuring online & on -time submission of their offers lie s entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.

30.8 In order to bid for APL e -tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class -II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on -line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e -mail.

30.9 On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.

30.10 The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexures.

30.11 If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.

30.12 Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.

30.13 The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.

30.14 Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e -tendering portal of Assam Government e - procurement portal by following the given procedure on -line mentioned in the e -portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

30.15 APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.

30.16 The cancellation of any document such as Power of Attorney, Partner ship Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.

30.17 Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.

30.18 Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.

30.19 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.

30.20 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

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

SECTION – IV

BID EVALUATION CRITERIA & PRICE BID EVALUATION METHODOLOGY

1. BIDS EVALUATION CRITERIA

BID EVALUATION CRITERIA (BEC):
The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non - responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

A. TECHNICAL EVALUATION CRITERIA:

1. The Sole Bidder should be a company registered under the provisions of the Indian Companies Act, 1956 / 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008 or the bidder should be a partnership firm.

2. The bidder should have a support office in Assam with minimum 25 Nos. full time employee, having required qualifications and experience, as on the published date of this bid.

3. The Bidder should have valid EPF, PAN Card and GST Registration in Assam as on the published date of this bid.

4. The bidder should be a valid SAP partner as on bid submission date with minimum competency level of “Essential for SAP Public Cloud

5. The bidder should have completed implementation of SAP S/4 HANA with at least 1 year support post Go-Live with SAP S/4 HANA GROW (with at-least includes any two of the following modules SAP MM, SAP SD and SAP FICO) for any one Indian Govt./PSU company of Hydro Carbon Industry/ Chemical/ Petrochemical / Fertilizer/ Petroleum Refinery/ Power Sector /Gas Processing Complex, in the last 07 years from the bid due date.6. Bidder should have successfully completed “similar works” in India during last 7 years to be reckoned from the original bid closing date. as per the following:

- One similar completed work of value not less than INR **245.20** Lakhs.

OR

- Two similar completed works each of value not less than INR **153.25 Lakhs**.

OR

- Three similar completed works each of value not less than INR **122.60 Lakhs** ..

Where “Similar Work” refer to the followings

The Bidder should have prior experience in Implementation of SAP S/4 HANA/GROW / RISE WITH S/4 HANA ERP for Oil & Gas PSU company's/ Chemical/ Petrochemical/ Fertilizer/ Petroleum Refinery /Paper/ Power Sector / Gas Processing Complex/ State Govt./ Central Govt. Company in India and also at least 1 year AMC for support and handholding after Go-live."

In case, a bidder is executing a contract as mentioned at BEC above which is still running, the contract VALUE executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned at BEC clause above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate along with Contract documents/ work order of the running contract issued by the end user/owner.

A job executed by a bidder for its own plant /projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission

Documents to be submitted in support of Technical BEC

Bidder shall furnish following documents with the bid, to justify the stipulated qualification criteria.

1. Certificate of Incorporation or Partnership Deed. The document should be duly certified
2. Professional Tax payment Receipt/ Copy of Trade License.
3. EPF Registration, PAN & GST Registration Copy duly certified / attested by Notary Public and Chartered Engineer with legible stamp.
4. Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO challan of previous quarter)/ PF Certificate with HR Declaration of current employee engaged.
5. Copy of the Partner Certificate issued by SAP duly certified / attested by Notary Public and Chartered Engineer with legible stamp.
6. Purchase Order/Work Order/DLOI/Completion Certificate/Go Live Certificate. Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be

submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by APL for evaluation of Bid.

7. Bidder to provide completion certificate/Work Execution Certificate from the work order issuing authority certifying any of the

   (i) Gross value/quantity of job done

   (ii) Nature of job done and Work order no./Contract no.

   (iii) Contract period and date of completion /Go-Live confirmation

B. FINANCIAL EVALUATION CRITERIA:

1. TURNOVER :

The Average Annual Turnover of the bidder must have minimum value of Rs. 92.00 lakh (fifty Lakhs) in any of the 3 (Three) previous audited financial years 2022-23, 2023-24 & 2024-25. In case, financial results (Balance sheet and profit & Loss Statement) of FY: 2024 -25 is not audited on the due date of 'submission of bid/bid closing date' in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Statement) of immediately preceding financial year FY: 2021-22 shall be considered.

2. NET WORTH

Net Worth of the bidder should be positive as per the last audited financial statement. i.e. FY: 2024 -25. In case, financial results (Balance sheet and Profit & Loss Statement) of FY: 2024-25 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year FY: 2023-24 along with un -priced bid. Accordingly, Net worth of the bidder for the FY: 2023-24 shall be considered.

3. WORKING CAPITAL

The bidder should have minimum working capital of value Rs. 19.80 lakh as per the last audited financial statement. i.e. FY: 2024 -25. In case, financial results (Balance sheet and Profit & Loss Statement) of FY: 2024-25 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year FY: 2023-24 along with un -priced bid. Accordingly, Net worth of the bidder for the FY: 2023-24 shall be considered. Bidder shall submit certificate from Bank in support of the working capital.

If the Bidder's working capital is negative or inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth of not less than Rs.100 (Hundred) crore confirming the availability of Line of Credit for at least Rs. 15.07 lakh

Documents to be submitted in support of Financial Criteria

2. For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a Chartered Accountant.
3. Audited annual financial statements e duly certified/ attested by notary public with legible stamp.

BIDS EVALUATION METHOLOGY

1. Bid shall be evaluated on overall L1 (Lowest cost) basis, and subsequently order shall be placed to Overall L1 Bidder.

2. The “Schedule of Rates” including quoted GST, shall be considered for evaluation purpose.

3. The work is Non Splitable in nature.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTRODUCTION

Assam Petrochemicals Limited (APL) was set up to utilize the huge reserve of Natural Gas in the Upper Assam oil fields and also to meet the requirement of increasing national demand for Methanol and Formalin. Incorporated in 1971, the company was a pioneer in the field as it was the first to manufacture petrochemicals in India using natural gas as feedstock. It's Petrochemical plant is set up in Namrup, Dibrugarh Dist. of Assam. Further, the company has a conversion facility at Raninagar, West Bengal

The company has commissioned its new 500 TPD Methanol Plant along with 10.94 MW captive power plant at Namrup. Further, company implementing one 200 TPD Formalin Plant at Boitamari, under Bongaigaon District.

2. DEFINITIONS

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

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

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

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

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

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

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

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

4. DURATION OF CONTRACT:

The duration of contract shall be 40(i.e. 4+12+24) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be as the date of award of the FOI/LOA/PO to the Contractor/Bidder. The Contract may further be extended for a period of maximum Twelve Months on same rates, terms and conditions at the sole discretion of A PL considering the performance during the Period Of contract.

5. CONTRACTUAL OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

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

6. PRICE BASIS:

6.1 The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what -so-ever on any account shall be payable under the contract. Therefore, the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labor/manpower during the period of the Contract. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower deployed under the subject contract.

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

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

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

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

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

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

7. MOBILIZATION PERIOD

Mobilization period of fourteen days shall be permissible for the start and execution of the contract with effect from the date of award of contract. In case the Contractor/bidder is not able to mobilize the services, within the time specified above, a penalty @₹10,000/ - per day shall be imposed on the Contractor/bidder.

The following documents have to be submitted before start of the contract.

a) The contract agreement along with Insurance policy of deputed contract employees.
b) The essential Qualification and experience certificate of deputed contract employees.

c) All required documents have to be submitted for Gate Pass.

d) The contractor shall mobilize his crew, tools & tackles, materials, equipment, etc. which have been mentioned below for undertaking the contractual obligation at the commencement of the contract within seven days period after placement of FOI/FOA/PO by APL. The services can be requisitioned any time round the clock as and when desired by the Engineer -In-charge. Any delay in mobilization shall attract penalty as per the Terms and Conditions of the Contract.

8. RESPONSIBILITIES OF THE CONTRACTOR:

I. Local Conditions: Each bidder must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. In their own interest, the foreign bidders are particular requested to familiarize themselves with the statutory labour enactments, state laws & memorandum of settlement, if any.

The company shall not entertain any request for clarification from the bidder, regarding such local conditions.
It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws/conditions/MOS, if any.

Hence, it is mandatory for the participating bidders to visit prior to bid submission. Or, the participation will not be considered.

9. PAYMENT:

As per SOR

10. JURISDICTION:

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

11. ENGINEER -IN-CHARGE (EIC):

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

12. WORKING AREAS

Namrup. Guwahati, Bongaigaon

13. WORKING TIMINGS:

As per general office timing

14. LABOUR LAW RELATED CLAUSES OF TENDER:

Contractor is responsible for compliance with all the Labour / Industrial laws.

SECTION – VI

SCHEDULES OF RATES (SOR)

[DO NOT QUOTE HERE. ONLY CONFIRM THAT YOU HAVE UPLOADED THE PRICED SOR AS PER THIS FORMAT IN COVER NO. 2 ("PRICE BID")]

Particulars	UOM	Quantity	Rate (INR)	Total Amount (INR)
SAP Licenses, cloud hosting and server maintenance as a SaaS model with 25 FUE for 3 years	Yearly	3	Quoted	Quoted
Implementation of Full functionality of built-in modules (Finance and Controlling, Material Management, Sales & Distribution) for SAP S/4 HANA ERP GROW with Public Cloud including Change Management and Training for APL. With Support and handholding (Onsite) for the first year after Go-Live	Lump Sum	1	Quoted	Quoted
AMC for Support and Handholding (Onsite) for second year after Go-Live	Yearly	1	Quoted	Quoted
AMC for Support and Handholding (Onsite) for third year after Go-Live	Yearly	1	Quoted	Quoted

Note:

1. The above rates are exclusive of GST. GST @ 18% or the Rate prevailing date of invoice will be paid extra.
2. Bidders are requested not to indicate any price in this un-priced bid format. Bidders to mention/indicate in words "quoted/not quoted" against rates & amount of items at sl. No.1 to 10 (using ball point pen with blue ink).

SECTION – VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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

SECTION – VIII

ANNEXURES

ANNEXURE -1

BIDDER'S GENERAL INFORMATION

1.	Bidder Name	
2.	Name of Contact Person	
3.	Mobile No. of Contact Person	
4.	Numbers of Years in Operation	
5.	Address of Registered Office	
6.	Operation Address (If different fromabove)	
7.	Telephone Number	
8.	Mobile Numbers if any	
9.	E-mail address	
10.	Website	
11.	Fax Number	
12.	ISO Certifications, if any (If yes, please furnish details)	
13.	Bid Currency	
14.	Whether Supplier / Manufacture / Dealer / Trader / Service provider	
15.	Type of Material Supplies	
16.	Nature of firm Partnership firm/Prop firm / LLP/ Private limited /Public Ltd/Others	
17.	Details of Directors/ Proprietors / Partners	(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes along with the supporting documents)
18.	Bankers' Name	
19.	Branch	
20.	Branch Code	
21.	Bank account numbers	
22.	PAN No.	
23.	Whether SSI Registrant or not	
24.	GSTN Registration no	

SEAL AND SIGNATURE OF BIDDER

ANNEXURE – 2

INTEGRITY PACT

BETWEEN

Assam Petro-Chemicals Ltd., here in after referred to as "The Principal",

AND

…..here in after referred to as "The Bidder’’

Preamble

The Principal intends to award, under laid down organizational procedures, Contract

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 Bidders and Bidders.

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 2suchastoput 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 under takes 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 Contractor 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 Sub bidders / 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.

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.

(5) 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.

(6) 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,

(7) 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 Contractor 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.

Section10 –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

WITNESS1 WITNESS2

Place :

Date :

ANNEXURE – 3

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

Tender No. APL/ERP/SAP/25-26/539……..…for supply of……whereas……..…..(here in after called "The Bidder" has submitted his Bid dated……………. for supply …………(herein after called 'The Bid') know all men by these presents that We …… …… …… (hereinafter called 'The Bank') are bound unto "Assam Petrochemicals Limited", Parbatpur, Namrup, Dibrugarh, Assam -786623 (herein after called 'APL')in the sum of……For which payment well and truly made to APL, the Bank binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this ……….. Day of year.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidderon the Bid Form; or

2. If the Bidder, having been notified of the acceptance of his bid by APL during theperiod of bid validity.

a) Fails or refuses to execute the Contract Form, if required: or

b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the instructions to the Bidder.

We undertake to pay APL up to the above amount upon receipt of its first written demand, without APL having to substantiate its demand, provided that in its demand APL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain valid up to___[this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s……………………………………on whose behalf this guarantee is issued.

(Signature of the Witness) (Signature of the bank)

Name & address of Witness:

Date:

ANNEXURE – 4

(Proforma for Performance Guarantee - Unconditional)

[**On stamp paper of appropriate value**][From a scheduled bank]

Date: Loan / Credit No:

IFB No.:

[Name of Contract]

To: [Name and address of Purchaser]Subject: Bank Guarantee No. [insert]

WHEREAS, [insert] a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] (collectively hereinafter referred to as the "Supplier/Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) have entered into a Contract for [insert description of the Project]at [insert location State of Assam, India], dated [insert] (hereinafter such agreement,

as amended modified or supplemented, referred to as the "Contract") with APL a company duly incorporated and existing under the laws of India having its registered office at 5th Floor, Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati, Assam - 781005 (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under Clause of the Special Conditions of contracts/ General Conditions of Contract that the Supplier/Contractor is obliged to furnish to APL an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to APL, for a sum equal to 5% (five percent) of the Annualized Order Value/Contract Value for the due performance by the Supplier/Contractor of the Contract. AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to APL, has at the request of the Supplier/Contractor agreed to issue this performance bank guarantee in favour of APL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

1) The Bank hereby undertakes the pecuniary responsibility of the Supplier/Contractor to APL for the due performance of the Contract and for the payment of any money by the Supplier/Contractor to APL and hereby issues in favour of APL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Supplier/Contractor in the amount of Indian Rupees / USD [insert] (insert an amount equal to 5% (five percent) of the Annualized Order Value/Contract Value) (hereinafter referred to as the "Guarantee Amount".]

2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to APL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from APL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees /USD [insert] (insert an amount equal to 5% (five percent) of the Annualized Order Value/Contract Value) without APL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between APL and the Supplier/Contractor in respect of the performance of the Contract or moneys payable by Supplier/Contractor to APL or any matter whatsoever related thereto.
3) The Bank acknowledges that any such demand by APL of the amounts payable by the Bank to APL shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier/Contractor to APL.
4) The Bank hereby waives the necessity for APL from demanding the aforesaid amount or any part thereof from the Supplier/Contractor and also waives any right that the Bank may have of first requiring APL to pursue its legal remedies against the Supplier/Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
5) The Bank further unconditionally agrees with APL that APL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time,to:

   (i) vary and/or modify any of the terms and conditions of the Contract,

   (ii) extend and/or postpone the time for performance of the obligations of the Supplier/Contractor under the Contract, or

   (iii) forbear or enforce any of the rights exercisable by APL against the Supplier/Contractor under the terms and conditions of the Contract and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of APL or any indulgence by APL to the Supplier/Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Supplier/Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Supplier/Contractor or

any other circumstances whatsoever.

9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by APL to secure the performance of the obligations of the Supplier/Contractor under the Contract.
10) The Bank agrees that APL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Supplier/Contractor.
11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after [insert] (insertthe date as per clause 16).
12) APL may assign this Guarantee to any person and in such case APL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the “Arbitral Tribunal”). The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties. The venue of arbitration shall be Guwahati, Assam. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.
14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Dibrugarh] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
15) The Bank has the power to issue this Guarantee in favour of APL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to 5% (five percent) of the Annualized Order Value/Contract Value).
16) Notwithstanding anything contained herein, this Guarantee shall be valid up to ninety (90) days beyond the expiry of defect liability period, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of APL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms setforth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this[insert] day of [insert] 2025.

(Signature)

[insert name of signatory]

[insert designation of signatory]

(Duly Authorized representative) Vide power of attorney No. [insert]Dated [insert]

Witness [insert][insert]

Note: Validity of bank guarantee shall be, delivery period + 12 months' warrantee period + 90 days

ANNEXURE - 5

POWER OF ATTORNEY

(To be submitted on the letter-head of company)

Tender No.:___________________________________Tender Description: _____

Name of Bidder:_______________________________

"The undersigned………………..(Name of legal person*) is lawfully authorized to represent and act on behalf of the company M/s………………..(Name of bidder) whose registered address is………………..and does hereby appoint Mr./Ms…………[name of authorized person/(s)]……………(Designation) of M/s…………(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually)and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. ……. for……………(Name of work).

The Signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____________________________(Name of bidder)

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id: …………………………

Digital token no. used for uploading the bid: …………………..

(*)In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD

/ Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

ANNEXURE-6

PROFORMA FOR LETTER OF AUTHORITY

Ref. No. Date:

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

Sub: Bidding Document for

We ……….hereby authorise following representative (s) to attend the Un-priced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation___________________ Signature _______________
2. Name & Designation___________________ Signature _______________

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should besigned by a person competent and having the power of attorney to bind the bidder.

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-7

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified that the ....Annual Accounts and other relevant ....records of M/s……………… (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount in INR
Year 1: 2024-25	
Year 2: 2023-24	
Tear 3: 2022-23	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	As at 31-03-2025 (INR)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm: [Signature of Authorized signatory]

Chartered Accountant Name:

Date with UDIN: Designation & Membership No:

Instructions:

1. The financial year would be the same as one normally followed by the bidder forits Annual Report.
2. The bidder shall provide the audited annual financial statements as required forthis Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and free reserves & Surplus"

Note: Submission of this form is Mandatory for all the bidders.

ANNEXURE-8

FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'SWORKING CAPITAL IS INADEQUATE

(To be provided on Bank's Letter Head)

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

Dear Sir,

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

The Customer has informed that they wish to bid for APL's RFQ/Tender no. __________dated ____________________for ___________________(Name of the supply/ work/ services/ consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s_________________________________(name of the Bank with address) confirmsavailability of line of credit to M/s________________________(name of the bidder) for at leastan amount of Rs.____________.

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

Yours truly

for ……………………………

(Name & address of Bank)

(Authorized signatory)

Name of the signatory :Designation :

Stamp

ANNEXURE-9

"NO DEVIATION CONFIRMATION"

(On Bidder's letter head)

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

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.

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-10

DECLARATION (on Bidder's letter head)

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

We confirm that we are not under any liquidation, court receivership or similarproceedings.

We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-11

DETAILS OF LITIGATION

(ON BIDDER'S LETTER HEAD)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-12

DECLARATION ON TENDER DOCUMENT DOWNLOADED

(on Bidder's letter head)

Ref. No. Date:

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

Sub: -Bid Document no for…………………………….& Corrigendum and Reply to bidder's queries etc.

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-13

CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price Basis	FOT-Site (APL's Store)
2.	Firm & Fixed Prices	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	Validity of Contract & Delivery period (As per Tender document)	Accepted
5.	Guarantee Clause	Accepted
6.	Price Reduction Schedule as per Tender document	Accepted
7.	Term of Payments (As per Tender document)	Accepted
8.	Contract Performance Bank Guarantee to be submitted inThirty (30) days	Accepted
9.	Validity of bid & bid security	Accepted
10.	Tender Processing fee amount: Receipt of Online Payment…………..Dtd…………for…………….	Yes
11.	EMD of requisite amount submitted: Details of MD: Online Payment Receipt no.…………………….. Dtd…………for …………………………….	Yes
12.	Price Quoted as per SOR.	Yes
13.	No Deviation Confirmation	Accepted
14.	Defect Liability Period	Accepted
15.	General & Special Conditions of Contract & Technical termsand conditions of the Tender	Accepted
16.	Sub-contract/ Splitting of Order not allowed	Accepted
17.	Place of Works/ Service/ Deliveries as per Tender Document	Accepted

Name of the Bidder…………

SEAL AND SIGNATURE OF BIDDER

ANNEXURE-14

FORMAT FOR BIDDER'S PREBID QUERIES

Ref. No. Date:

To,

Assam Petro-chemicals Limited
Parbatpur, Namrup, Dist.-Dibrugarh
Assam – 786623, India

Pre-bid queries should be in MS-Word format as per the format given below with the subject "Pre bid queries – Tender Title and Tender Ref No":

S. No.	**Tender Clause Number**	**Query (if any)**	**Justification**