



ASSAM PETRO-CHEMICALS LIMITED

(A Government of Assam Undertaking)

P.O. PARBATPUR, NAMRUP

DIST. DIBRUGARH

PIN – 786623 (ASSAM)

Tender No: APL/C&P/DME /2026-27/630

Tender Documents

For

**PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR
40000 TPY Di Methyl Ether (DME) Project at Namrup, Assam**



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অসম পেট্র’-কেমিকেলচ্ লিমিটেড
ASSAM PETRO-CHEMICALS LIMITED
(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

Head Office

 Namrup, P.O. Parbatpur
District: Dibrugarh, Assam-786623, India
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SECTION – I

INVITATION FOR BIDS



Ref.No. APL/C&P/DME /2026-27/630

Dated: 08/08/2025

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	Estimated Cost	Earnest Money
PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000 TPY Di Methyl Ether (DME) Project at Namrup, Assam	Rs 127.44 Lakh	Rs 216000.00

BID DOCUMENT ISSUE PERIOD	From 10.30 Hrs on dt 08-08-2026 up to 11.00 Hrs on dt.31.08.2026
LAST DATE OF BID SUBMISSION	11.00 Hrs on dt. 31.08.2026
BID OPENING DATE	At 11.30 Hrs on dt. 31.08.2026
PRE-BID MEETING	At 14.00 Hrs on 14.08.2026
BID SUBMISSION	In e-tendering portal https://gem.gov.in/
AVAILABILITY OF TENDER DOCUMENTS	1. https://gem.gov.in/ 2. www.assampetrochemicals.co.in

Sd/-
 Managing Director



1.0 The brief details of Tender are as under

Sl. No.	Description	Remarks
a)	Period of Contract	The said project/assignment will be for a period of 91 days only from the date of engagement which <i>inter-alia</i> shall include the period of 3 (Three) Months for successful implementation.
b)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	National procurement portal website https://gem.gov.in/ OR APL’s website www.assampetrochemicals.co.in
c)	Bid Download and Submission made available for the Bidder on the above website for the period	08.08.2026 to 31.08.2026
d)	Last Date and time for submission of Online Bids(DUE DATE)	Up to 11.00 Hrs. (IST) on 31.08.2026, only at Public Procurement Portal https://gem.gov.in/
e)	Mode of Tendering	Open Competitive Bidding e-tendering mode (under Single Stage Two Bid system basis) with uploading of documents in Public Procurement Portal https://gem.gov.in/ .
f)	Place of Submission of 1 sets of Original authenticated Un-priced Bid (Hard Copy) and EMD	General Manager – TS & C&P (i/C) Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)



g)	Online opening of Un-priced Bid.	11.30 Hrs. (IST) on 31.08.2026
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	Date 14.08.2026 on 14.00 Hrs Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
j)	Contact Person with details for any clarifications	Mr.M Goswami,DGM (Production) Or Mr. N.B Borah, GM-TS & C&P (i/C) Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Mob. No. +917002349153 Email : aplprod@assampetrochemicals.co.in borah.nb@assampetrochemicalslimited.co.in
k)	Bid Validity	06 (Six) months from the DUE DATE or EXTENDED DUE DATE
l)	Tender Fee	NIL
m)	Earnest Money Deposit	Rs 216000/-



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

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

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

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

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

1.3 The hard copies of the bids is required to be submitted within 07(Seven) days from the Bid due date and send to the address given below:

To

The General Manager –TS & (C&P) I/C

Assam Petrochemicals Limited,

Namrup, P.O. Parbatpur

Dibrugarh, Assam, Pin 786623

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



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SECTION – II

SCOPE OF WORK, PROJECT DELIVERABLES & METHODOLOGY



2.1 SCOPE OF WORK:

The scope of work for the Consultants would broadly entail the following sections:

The Consultant shall carry out comprehensive technical, market, financial, and project implementation studies and shall submit a Detailed Project Report covering all aspects necessary for investment decision, lender evaluation, statutory approvals, and project execution planning.

The scope shall include, but shall not be limited to, the sections detailed below.

1. EXECUTIVE SUMMARY

The DPR shall contain a concise, self-contained Executive Summary of not more than **15 pages** covering:

- Project concept, strategic rationale, and background
- Proposed plant capacity, configuration, and phasing strategy
- Feedstock requirement, specification, and supply security assessment
- Selected technology, process licensor, and basis of selection
- Product specifications and target market segments
- Capital investment (CAPEX) estimates with accuracy classification
- Operating cost (OPEX) estimate
- Key financial indicators (IRR, NPV, Payback Period, DSCR)
- Market potential — domestic and export
- Proposed project implementation schedule with key milestones
- Key project risks and mitigation measures
- Sustainability, carbon reduction, and ESG benefits
- PAN India scalability summary
- Overall conclusions and recommendations
- FEED (Front end engineering and design)
- Developing the PID



- Defect liabilities period
- Product storage facilities

2. INTRODUCTION AND PROJECT BACKGROUND

The Consultant shall include detailed introductory sections covering:

2.1 Introduction to DME

The Consultant shall provide a technically accurate introduction to DME, covering:

- Physical and chemical properties
- Product specifications per relevant international standards (e.g., ASTM, ISO, Chinese GB standards) and proposed Indian standards
- Handling and storage characteristics, including comparison of pressurized storage versus refrigerated storage options
- Safety considerations: toxicity classification, IDLH limits, fire and explosion hazards, and emergency response requirements.

2.2 Applications of DME

The Consultant shall describe the full spectrum of DME applications, including:

- LPG blending (technical and regulatory feasibility in Indian context)
- Aerosol propellant {replacement for Chloro Fluoro Carbon (CFC) and Hydro Fluoro Carbon (HFC)}
- Transportation fuel — pure DME and DME-diesel blends for compression ignition engines
- Industrial fuel and process heating
- Power generation — gas turbine and reciprocating engine applications
- Hydrogen carrier — emerging applications and technology readiness level
- Chemical intermediate applications
- Chemical consumption with min/nor/ max parameter
- Consumables with the rated consumption



2.3 DME Production Routes

The Consultant shall provide a balanced technical review of DME production technologies:

- **Methanol dehydration route:** reaction chemistry, catalysis, process conditions, conversion and selectivity
- **Direct synthesis route** (from syngas/CO₂): single-step process, hybrid catalyst systems, advantages, and technology maturity
- **Comparative analysis** of both routes on technical and economic parameters relevant to the project context
- Assessment of global technology status and commercial operating plants
- Break even point (BEP) of the plant.
- Turndown ratio
- Plant ramp up and ramp down capabilities

2.4 Global and Indian DME Scenario

- Global DME production capacity by region, with key producers and installed capacity
- Major consuming countries and applications breakdown
- Indian DME demand — current status, import volumes, and domestic supply gap
- Government of India initiatives: NITI Aayog DME Programme, DHI initiatives, and IOCL blending pilot programmes
- Policy and regulatory alignment with clean fuel objectives and India's Net Zero commitments
- Alignment with National Bioenergy Policy and emerging hydrogen economy framework



3. FEEDSTOCK ASSESSMENT AND SUPPLY CHAIN STRATEGY

3.1 Methanol as Primary Feedstock

The Consultant shall carry out a detailed feedstock assessment covering:

- Methanol specification requirements for DME production
- Methanol consumption: design basis consumption rate (MTPA and MT/MT DME), including losses
- Sensitivity of DME plant performance to methanol feed quality variations

3.2 Feedstock Supply Assessment — APL Integration

- Assessment of methanol supply from Assam Petrochemicals Limited (APL) — available volumes, supply reliability, and production expansion plans
- Proposed methanol supply agreement structure: pricing basis, volume commitment, and offtake terms
- Methanol transportation from APL to DME plant battery limits: pipeline, road, or intermediate tankage options
- Methanol storage requirement at DME plant: sizing basis, design philosophy
- Utility summary/ description

3.3 Alternative Feedstock Supply Options

- Identification of alternative methanol suppliers: domestic producers and import sources (Middle East, Southeast Asia)
- Import logistics assessment: nearest rail head, Brahmaputra inland waterway terminal, and associated infrastructure
- Blended supply strategy (APL + imports) for capacity utilization assurance



4. TECHNOLOGY EVALUATION AND SELECTION

4.1 Identification of Technology Providers

The Consultant shall identify and approach all commercially proven DME technology licensors for the methanol dehydration route and, where applicable, the direct synthesis route. Licensors to be evaluated shall include, but shall not be limited to:

- **Biofriends Inc.** (Korea)
- **Haldor Topsoe A/S** (Denmark) – now Topsoe
- **Toyo Engineering Corporation** (Japan)
- **Lurgi / Air Liquide Engineering & Construction** (Germany)
- **Chinese technology providers:** SINOPEC, DICP (Dalian Institute of Chemical Physics), and others with demonstrated commercial references
- Other internationally proven licensors identified during the study

4.2 Technology Comparison

The Consultant shall prepare a detailed, side-by-side comparison of each technology covering:

- Process scheme and reactor configuration
- Catalyst system: type, supplier, operating conditions, and performance guarantees
- Feed conversion efficiency and DME selectivity
- Product quality — achievable DME purity and impurity profile
- Utility consumption matrix (steam, cooling water, power, fuel gas, nitrogen)
- Process safety aspects: runaway risk, flammability, and inherent safety features
- Environmental performance: emissions profile, effluent generation
- Plant operational flexibility: turndown ratio, ramp-up rate, feedstock quality tolerance
- Catalyst life, deactivation characteristics, and regeneration or replacement philosophy
- Number of commercial operating references, operating hours, and on-stream factor achieved
- Licensor's local presence, technical support, and training capability in India



- Diesel substitute (low emissions)
- Chemical intermediate

4.3 Technology Selection Matrix

The Consultant shall prepare a transparent, weighted technology evaluation matrix. The matrix shall include a minimum of the following parameters with defined scoring criteria and weightages agreed with the Owner prior to completion:

- Technical performance parameters (conversion, selectivity, reliability)
- Capital cost efficiency
- Energy efficiency and utility consumption
- Operating and maintenance cost
- Ease of operation and operability
- Future scalability provisions
- Environmental and safety performance
- Vendor/licensor support and local availability
- Commercial risk (licensor financial stability, IP protection)

4.4 Process Licensor Engagement and Process Design Package (PDP) Acquisition

- The Consultant shall coordinate with the shortlisted licensor(s) for provision of a **Process Design Package (PDP) or Basic Engineering Package (BEP)**, which shall form the technical basis for equipment sizing, CAPEX estimation, and utility quantification within the DPR.
- Where a full PDP cannot be obtained within the DPR timeline, the Consultant shall obtain **licensor-issued design data sheets**, material and energy balances, and equipment sizing criteria and shall clearly document the basis and limitations of the resulting estimates

4.5 Technology Selection Recommendation

The Consultant shall provide a fully documented recommendation covering:

- Selected technology and process licensor with justification.



- Selected catalyst system and first-fill vendor recommendation
- Recommended engineering philosophy (revamp, greenfield, modular)
- Basis for dismissing alternative technologies

Intellectual Property and Technology Licensing Review

- License validity.
- Territory restrictions.
- Royalty obligations.
- Technology performance guarantees.
- Indemnity provisions.

5. PROCESS AND TECHNICAL DESCRIPTION

5.1 Process Design Basis

The Consultant shall establish and document the complete process design basis, including:

- Plant nameplate capacity (MTPA) and design throughput
- Operating philosophy: continuous operation, annual operating hours (basis), planned maintenance philosophy
- Feedstock specifications
- Product specifications for DME: minimum purity (>99.0% wt. typical), key impurities (methanol, water, dimethoxymethane), specification per applicable Indian or international standard
- Utility philosophy
- Design life
- Climatic design basis for Namrup, Assam (ambient temperature range, relative humidity, rainfall, seismic zone classification per IS 1893, wind speed per IS 875)



5.2 Process Description

The Consultant shall provide a comprehensive process description covering each major section of the plant:

- Feed preparation and methanol pre-treatment (filtration, vaporization)
- Reaction system: reactor type, operating conditions (temperature, pressure), heat integration
- DME separation, distillation, and purification train
- Water and methanol recovery system
- Off-gas handling and fuel gas system
- Product DME stabilization, drying, and specification adjustment
- Product storage and dispatch

5.3 Process Flow Diagrams

The Consultant shall prepare the following process documentation:

- Block Flow Diagrams (BFDs) — overall plant and individual sections
- Process Flow Diagrams (PFDs) with stream data tables — for all major process sections
- Utility Flow Diagrams (UFDs)
- Site-wide Heat and Material Balance (HMB) — referenced to PFDs

5.4 Equipment Engineering

The Consultant shall prepare:

- **Master Equipment List (MEL):** all ISBL and OSBL equipment with tag numbers, description, design conditions, materials of construction (MOC), and applicable design code
- Equipment sizing philosophy and sizing calculations for major equipment items
- Preliminary technical specifications for long-lead and critical equipment items



- Identification of equipment items requiring imported components or specialized vendors
- Trial run (after pre commissioning)

5.5 DME Storage and Handling Infrastructure

The Consultant shall:

- **Evaluate storage philosophy:** pressurized bullet storage (mounded or above-ground, design pressure per vapour pressure at maximum ambient temperature) versus refrigerated atmospheric storage — with recommendation based on capacity, safety, and cost
- **Design basis for DME storage:** minimum storage capacity (days of production), number of vessels, design code (ASME Section VIII Div. 1 or equivalent IS 2825), materials of construction, safety relief and pressure management systems
- **Loading and dispatch infrastructure:**
 - Road tanker loading gantry (design throughput, number of loading arms)
 - Rail wagon loading — if applicable, assessment of nearest suitable rail siding
 - Cylinder filling facility — if applicable (for LPG blending market)
 - Vapour recovery system at loading points
- **Methanol storage:** design basis, tank type, bunding, and OISD compliance
- **Fire and gas detection system philosophy** for storage and dispatch area
- Compliance with **OISD-STD-150, PESO licensing requirements, and Gas Cylinder Rules 2016**

5.6 Utilities and Offsites

The Consultant shall prepare a complete utility requirement summary covering:

- Steam: pressure levels, consumption rates, generation vs. import basis
- Cooling water: total duty, cooling tower sizing or use of existing APL facilities



- Power: connected load, maximum demand (MegaVolt-Ampere), source (APL grid, state grid, captive)
- Instrument air: capacity, dew point, distribution philosophy
- Nitrogen: consumption, supply philosophy (liquid nitrogen vaporization vs. on-site generation)
- DM water: consumption, source, treatment requirement
- Potable and service water
- Fire water: demand calculation per OISD-STD-116, storage capacity, pump sizing

The study shall identify and quantify all utilities to be sourced from APL's existing facilities and shall assess their adequacy and any upgrade requirements.

5.7 Plot Plan and Plant Layout

- Preliminary plot plan (scale drawing) showing all ISBL and OSBL areas, battery limits, fence line, and access roads
- Equipment layout within ISBL consistent with process safety, constructability, and operability requirements
- **Hazardous area classification (HAC) philosophy** per IS/IEC 60079-10-1 and OISD-STD-113 — basis for electrical area classification drawing
- Inter-unit piping corridor and pipe rack routing philosophy
- Provision for future expansion areas clearly demarcated on the plot plan
- Integration with existing APL plant infrastructure — interconnecting tie-in points

5.8 Land Requirement

Assessment of:

- Total land area requirement (ISBL + OSBL + buffer zones + future expansion)
- Land development requirement: cut and fill volumes, drainage grading
- Soil investigation scope of work (if geotechnical data is not already available): number of boreholes, depth, tests required



- Site grading philosophy and finished floor levels
- Statutory setback distance compliance per PESO and local authority requirements
- Geotechnical report
- CSA (construction, structural and architectural) and overall plant BOQ

6. MARKET STUDY AND BUSINESS DEVELOPMENT

The market study shall be based on a combination of primary data collection (stakeholder interviews, end-user surveys, supply chain interviews) and secondary data (industry reports, government statistics, trade data). The Consultant shall clearly distinguish between primary and secondary sources and shall provide references for all data used:

6.1 Indian DME Market Assessment

- Current domestic DME demand by sector (volumes, growth trend, import dependence)
- Emerging demand sectors and technology adoption drivers
- 10-year and 20-year demand projections with stated assumptions and methodology
- Supply-demand balance analysis
- Domestic production capacity — existing and planned

6.2 Sector-wise Market Assessment

Detailed quantitative analysis for each target market segment:

- **LPG blending market:** current LPG consumption in North East India and nationally; IOCL/BPCL/HPCL blending programme status; technical and regulatory pathway for DME-LPG blending; achievable blend ratios; projected DME uptake volumes.
- **Aerosol industry:** domestic aerosol market size; current propellant sourcing; DME substitution potential; regulatory clearance status for DME as aerosol propellant in India.
- **Industrial fuel market:** potential customers in North East industrial corridor; fuel switching economics; supply chain requirements
- **Transportation fuel market:** status of DME-fueled vehicle demonstrations in India; OEM readiness; infrastructure requirements; blending vs. neat DME scenarios



6.3 Competing Fuel Analysis

Economic and technical comparison of DME with competing fuels on a **per-unit-energy basis**:

- LPG (primary competitor for blending market)
- High-Speed Diesel (HSD) (transportation market)
- Liquefied Natural Gas (LNG)
- Compressed Natural Gas (CNG)
- Methanol (as an alternative clean fuel)

6.4 Pricing Analysis

- Historical and current DME pricing — domestic (import parity basis) and international (FOB China, CFR India basis)
- Methanol pricing trends and their impact on DME production economics
- Import parity price calculation for Namrup location (including freight, insurance, port charges, and inland logistics from Kolkata or other import points)
- DME pricing sensitivity to oil price movements
- Projected DME selling price range for financial model assumptions

6.5 Logistics and Distribution Study

- Assessment of DME distribution infrastructure requirements: pressurized road tankers, ISO tank containers, rail wagons
- Storage and handling infrastructure at customer/distribution points
- Rail connectivity from Namrup — existing capacity and constraints, siding options
- Road logistics — distances to key markets, route assessment, vehicle requirements
- **Distribution model development:** North East India regional model and PAN India scalability model
- Cylinder filling and distribution — feasibility assessment for retail/domestic LPG blending market



6.6 End-User Engagement and Market Development Plan

The Consultant shall develop a structured market development strategy including:

- Identification and preliminary engagement with key anchor customers: IOCL, BPCL, HPCL, and private LPG bottlers for blending market; aerosol manufacturers; industrial fuel users
- Assessment of Letters of Intent (LOI) or offtake agreements feasibility
- Regulatory engagement roadmap — BIS standards development, PESO approvals for DME use
- OEM engagement strategy for transportation fuel market
- Aerosol manufacturers
- Recommended commercial structure: spot vs. long-term contracts, pricing formula
- Export and Cross-Border Compliance:
 - Bangladesh, Bhutan and Nepal export regulations.
 - Customs and DGFT requirements.

6.7 PAN India Scalability and Deployment Assessment

The Consultant shall prepare a standalone **PAN India DME Deployment Assessment** covering:

- Identification of optimal locations for future DME plants across India based on proximity to methanol feedstock, market centres, and logistics infrastructure
- Assessment of minimum 3 to 5 candidate sites with preliminary feasibility ranking
- Common infrastructure requirements for a national DME supply chain
- Regulatory and policy enablers required for PAN India DME deployment
- Phasing and investment roadmap for national DME scale-up
- Comparison of centralized large-scale production versus distributed smaller-scale production models



7. PROJECT IMPLEMENTATION AND EXECUTION PLAN

7.1 Project Execution Philosophy

The Consultant shall recommend an appropriate project execution strategy, covering:

- **Contract packaging strategy:** Engineering Procurement and Construction (EPC) (lump sum turnkey) vs. Engineering Procurement and Construction Management (EPCM) vs. split contracts (Project Management Consultancy (PMC) + separate packages)
- Basis of recommendation with reference to project complexity, local contractor capability, and Owner's project management capacity
- **Procurement strategy:** international competitive bidding for major equipment; local sourcing for civil and structural works; long-lead equipment identification and preliminary procurement schedule

7.2 Project Schedule

- **Milestone schedule** (Level 1): key project milestones from DPR approval through to Commercial Operation Date (COD)
- **Indicative detailed implementation schedule** (Level 2): pre-FEED, FEED, detailed engineering, procurement, construction, pre-commissioning, and commissioning phases
- **Critical path identification:** long-lead equipment items, statutory clearance timelines, technology licensor deliverables
- Identification of schedule risks and acceleration options

7.3 Construction Planning

- Construction methodology for major civil and structural works in the Namrup, Assam context (climate, remoteness, labour availability)
- Labour sourcing strategy: skilled and unskilled workforce assessment for local, regional, and national mobilization
- Site logistics: access road, construction laydown area, temporary facilities
- Erection philosophy for major equipment items



7.4 Commissioning and Start-up Philosophy

- Pre-commissioning activities: loop checks, flushing, leak testing, dry-out, and catalyst loading
- Commissioning: feed introduction sequence, initial product quality achievement
- Performance Guarantee Testing (PGT): basis, duration, parameters, and acceptance criteria
- Initial operations support: licensor presence, training requirements

8. ENVIRONMENT, HEALTH, SAFETY AND REGULATORY REQUIREMENTS

8.1 Applicable Regulatory Framework

The Consultant shall identify and document all applicable Indian and international regulatory requirements, including but not limited to:

Environmental Regulations:

- Environment (Protection) Act 1986 and Rules 1986
- **EIA Notification 2006 (MoEFCC)** — determination of project category (A or B) and applicable EIA process
- Consent to Establish (CTE) and Consent to Operate (CTO) under Water Act 1974 and Air Act 1981 — Assam State Pollution Control Board
- Hazardous Waste (Management, Handling and Transboundary Movement) Rules 2016

Safety and Industrial Regulations:

- **PESO Act and Petroleum Rules** — applicable to DME classification and storage licensing
- **Gas Cylinder Rules 2016** — if cylinder filling is included in project scope
- **OISD-STD-150**: Design and safety requirements for mounded LPG/DME storage
- **OISD-STD-144**: LPG installations if applicable by analogy to DME
- **OISD-STD-116**: Fire protection requirements for petroleum installations



- **OISD-STD-113:** Classification of areas for electrical installations
- Factories Act 1948 and Assam Factories Rules
- **ASME Section VIII Div. 1 and Div. 2** for pressure vessel design
- **IS 2825:** Indian standard for unfired pressure vessels
- **ASME B31.3:** Process piping design code
- **IS 1239 / IS 3589:** Pipe and fitting standards

Other Applicable Standards:

- **IS 1893:** Seismic design (Part 1) — Namrup, Assam is in a high seismic zone
- **IS 875:** Wind and structural loads
- **National Building Code (NBC) 2016:** For plant buildings
- **IS/IEC 60079-10-1:** Hazardous area classification for explosive gas atmospheres
- **PNGRB Regulations:** The Consultant shall assess and opine on DME's regulatory classification under PNGRB jurisdiction, if applicable

8.2 Environmental Assessment

The Consultant shall prepare a preliminary environmental assessment covering:

- Air quality impact: stack emissions (if any combustion sources), fugitive methanol and DME emissions, LDAR programme requirements, dispersion modelling scope
- Effluent generation: characterization of each wastewater stream (methanol-contaminated condensates, cooling tower blowdown, utility effluents), volumes, and pollutant concentrations
- Solid and hazardous waste: spent catalyst classification (hazardous or non-hazardous per HWMH Rules), packaging waste, and disposal routes
- Noise impact assessment: equipment noise levels, distance attenuation, compliance with CPCB Noise Standards



8.3 Water Balance and Effluent Treatment Philosophy

- **Site-wide water balance diagram:** all freshwater inputs, process water consumers, effluent streams, recycles, and net effluent to ETP
- **ETP design philosophy:** treatment train for methanol-contaminated effluents, capacity sizing, and discharge standards compliance (CPCB General Standards or industry-specific standards)
- **Zero Liquid Discharge (ZLD) feasibility:** technical and economic assessment — considering Assam's abundant water availability vs. regulatory push for ZLD
- Identification of shared ETP facilities with APL and additional treatment requirements, if any

8.4 Safety Study

- **Hazard Identification (HAZID):** preliminary HAZID workshop findings documented in DPR
- **Consequence modelling** for credible DME and methanol release scenarios: jet fire, flash fire, VCE, and toxic cloud dispersion — to establish hazard distances and inform layout
- **Preliminary HAZOP** recommendations to be addressed in FEED stage
- **Hazardous Area Classification (HAC) philosophy** per IS/IEC 60079-10-1 and OISD-STD-113
- DME handling safety: emergency response procedures, personal protective equipment requirements, first aid
- **Quantitative Risk Assessment (QRA) scope definition:** whether a full QRA is required for PESO submission



8.5 Statutory Clearances Roadmap

The Consultant shall prepare a comprehensive **regulatory clearances roadmap** including:

Clearance/Approval	Issuing Authority	Trigger	Estimated Lead Time
Environmental Clearance (EC)	MoEFCC / SEIAA	EIA Notification 2006	To be determined
Consent to Establish (CTE)	Assam SPCB	Water & Air Acts	To be determined
Factory License / Plan Approval	Factory Inspectorate, Assam	Factories Act 1948	To be determined
PESO Approval for Storage	PESO	Petroleum Rules / Gas Cylinder Rules	To be determined
Explosive License (if applicable)	PESO / District Collector	Explosives Act	To be determined
PNGRB Authorization (if applicable)	PNGRB	PNGRB Act 2006	To be determined
Land Conversion / CLU	Revenue Dept., Assam	Land use change	To be determined
River Water withdrawal	Airport Authority of India	Aviation clearance	To be determined
Other Local Approvals	Dibrugarh District Authority	Building plan, fire NOC	To be determined



9. CAPITAL COST ESTIMATION (CAPEX)

9.1 Estimation Basis and Accuracy

- The CAPEX estimate shall be prepared to a Class 4 estimate level of accuracy (± 25 to $\pm 30\%$) per AACE International Recommended Practice No. 18R-97, based on feasibility study deliverables.
- The estimate shall be based on a combination of: process licensor budgetary quotations, major vendor budgetary quotations (obtained formally), factored estimates using industry databases (e.g., Richardson's, ICIS), and the Consultant's in-house cost database.
- The base date of estimate shall be clearly stated (e.g., Q3 2025 Indian Rupee and USD basis).
- All foreign currency elements shall be clearly identified; exchange rate assumptions shall be stated.
- An escalation allowance from estimate base date to mid-point of construction shall be included.

9.2 ISBL Facilities

Itemized cost estimate for all Inside Battery Limits facilities:

- Process equipment (reactors, columns, heat exchangers, vessels, pumps, compressors)
- Piping: process and utility piping within ISBL
- Electrical: MV/LV switchgear, cables, lighting, earthing
- Instrumentation and control: field instruments, DCS/ESD system, analyser systems
- Civil and structural: equipment foundations, structural steel, buildings within ISBL

9.3 OSBL Facilities

Itemized cost estimate for all Outside Battery Limits facilities:

- Utility systems: steam generation, cooling towers, power distribution, instrument air, nitrogen, DM water
- **DME storage and dispatch:** storage vessels, loading gantry, metering, fire protection



- Methanol storage and receipt: tanks, transfer pumps, bunding
- Fire water system: storage tanks, pump house, ring main
- Tank farm: product and raw material storage
- Effluent treatment plant

9.4 Civil and Infrastructure Cost

- Equipment and structural foundations
- Plant buildings (control room, substation, maintenance workshop, laboratory, security)
- Roads, drainage, paving
- Site preparation and grading
- Structural steel for pipe racks and equipment supports

9.5 Other Capital Costs

- Technology license fee (LSTK or royalty basis — as quoted by licensor)
- Engineering, Procurement, and Project Management fees
- Catalyst first fill cost (all catalysts within ISBL)
- Freight, insurance, and port handling for imported equipment
- Erection and commissioning services (if not included in EPC) Pre-operative expenses (working capital during commissioning, training)
- Owner's project management and technical advisory costs
- Contingency (to be separately stated; not to be buried in line items)
- Interest During Construction (IDC)

9.6 Summary Cost Estimate

The Consultant shall prepare a summary CAPEX statement in a format suitable for lender presentation, showing ISBL, OSBL, Civil/Infrastructure, Engineering, and Other costs separately, with a clearly stated overall contingency.



10. OPERATING COST ESTIMATION (OPEX)

The Consultant shall prepare a detailed annual OPEX estimate at design capacity, covering:

- **Feedstock cost:** methanol consumption (MT/yr) at stated price assumption (source: import parity or APL transfer price)
- **Utility costs:** steam, power, cooling water, nitrogen, DM water — quantities and unit prices
- **Catalyst and chemicals:** annual catalyst top-up/replacement cost; chemical consumption (inhibitors, treating chemicals)
- **Maintenance cost:** percentage-of-ISBL-CAPEX basis with justification; planned vs. corrective maintenance breakdown **Manpower cost:** plant staffing list (shifts + day staff), compensation basis, productivity assumptions
- **Packaging and logistics:** DME dispatch costs (tanker hire, cylinder handling if applicable)
- **Insurance:** property all-risk and third-party liability estimate
- **Administrative and overhead costs**
- **Environmental compliance costs:** ETP operation, monitoring, compliance reporting
- **Fixed vs. variable OPEX** breakdown: to support breakeven and sensitivity analysis

11. FINANCIAL ANALYSIS

11.1 Financial Model Structure

The Consultant shall develop an integrated, editable, Excel-based financial model covering a minimum 20-year project life from Commercial Operation Date. The model shall include fully linked:

- Profit and Loss (Income Statement)
- Balance Sheet (projected)
- Cash Flow Statement (operating, investing, financing activities)
- Debt Service Schedule



11.2 Financial Assumptions

All assumptions shall be stated explicitly and shall be modifiable. Key assumptions shall include:

- Debt:equity ratio and structure (term loan, working capital, subordinated debt if any)
- Interest rate and loan tenure
- Depreciation method (WDV per Income Tax Act; SLM for book purposes)
- Corporate tax rate and MAT applicability
- Revenue escalation and cost escalation factors (year-on-year)
- Capacity utilization ramp-up profile (Year 1 through Year 3)

11.3 Working Capital Assessment

- Debtor days, creditor days, inventory holding assumptions
- Working capital loan sizing and interest cost

11.4 Revenue Projections

- DME selling price assumptions: base case, upside, and downside scenarios
- Revenue by product/market segment if multiple off-take routes are modelled
- DSCR
- Carbon credit revenue: base case and sensitivity

11.5 Profitability Analysis

- EBITDA (absolute and as % of revenue), year-by-year for 20 years
- Profit After Tax (PAT)
- Debt Service Coverage Ratio (DSCR) — minimum, average, and year-by-year



- Break-even analysis: breakeven capacity utilization and breakeven methanol price at stated DME price

11.6 Financial Indicators

- **Project IRR** (pre-financing, post-tax)
- **Equity IRR** (levered, post-tax)
- **NPV** at stated discount rates (e.g., WACC and equity hurdle rate)
- **Payback period** (simple and discounted)
- **Return on Equity (RoE)** — average and stabilized year
- **Net Profit Margin (%)**
- **Tax and Indirect Tax Assessment**

11.7 Sensitivity Analysis

The Consultant shall present sensitivity analysis (tornado chart and table format) for the following variables:

- **Methanol feedstock price ($\pm 20\%$)**
- **DME selling price ($\pm 20\%$)**
- **Plant capacity utilization (60% to 100%)**
- **CAPEX overrun (+10%, +20%)**
- **Utility (power, steam) price escalation**
- **Carbon credit revenue inclusion vs. exclusion**
- **Interest rate variation (± 200 basis points)**

11.8 Scenario Analysis

Three integrated scenarios shall be modelled:



- **Base Case:** central case assumptions
- **Optimistic Case:** upside methanol price, higher capacity utilization, carbon credits included
- **Conservative/Stress Case:** lower DME price, higher methanol cost, 20% CAPEX overrun, no subsidies

11.9 Cash Flow Analysis

Detailed projected cash flows for the full 20-year project life.

11.10 Subsidy and Incentive Assessment

- **State Government of Assam** incentives: capital subsidy, GST reimbursement, electricity tariff concession, stamp duty exemption — under Assam Industrial Policy 2017 (or successor policy)
- **Central Government** incentives: PLI scheme applicability, clean energy fund, interest subvention schemes
- **Carbon financing:** Verified Carbon Standard (VCS), Gold Standard, or other voluntary carbon market credits — methodology, registration process, estimated annual credit generation, and revenue range
- Financial model to be run **with and without** incentives and subsidies, clearly labelled

12. CARBON CREDIT AND SUSTAINABILITY ASSESSMENT

The Consultant shall prepare a dedicated sustainability assessment covering:

- Carbon emission reduction potential
- Carbon credit generation methodology
- Estimated annual carbon credits generation
- Carbon credit revenue potential at current and projected voluntary carbon market prices
- ESG alignment: mapping of project benefits to UN Sustainable Development Goals (SDGs) and India's Nationally Determined Contributions (NDCs)
- Comparison of DME's sustainability profile with competing fuels



- Engineering deliverables
- Technical /Commercial Query deliverables for EPC/LSTK

13. RISK ANALYSIS

The Consultant shall prepare a formal **Risk Register** in tabular format, identifying, rating, and providing mitigation strategies for all significant project risks, including:

- **Technology risks**
- **Feedstock supply risks**
- **Market risks**
- **Pricing risks**
- **Policy and regulatory risks**
- **Logistics risks:** rail and road connectivity constraints in North East India
- **Environmental and social risks:** EIA challenges, community engagement requirements in Assam
- **Construction risks:** contractor capability in remote location, weather-related delays, cost escalation
- **Financial risks:** interest rate changes, currency risk on imported equipment and technology fees, lender availability
- **Force majeure risks:** seismic events (Assam is in Seismic Zone V), flooding, geopolitical risks

Each risk shall be rated in a probability-impact matrix and shall have a stated mitigation measure and residual risk rating.

- **Insurance and Liability Framework**
 - Construction All Risk (CAR).
 - Erection All Risk (EAR).
 - Public Liability.
 - Environmental Liability.



14. LEGAL, REGULATORY AND CONTRACTUAL DUE DILIGENCE:

14.1 Objective

The Consultant shall undertake a comprehensive legal and regulatory review of the proposed DME Manufacturing Project and identify all legal, contractual, permitting, land, environmental and regulatory issues that may impact project implementation, financing, operation, expansion, or commercialization.

The legal review shall be sufficient to support investment decision-making, lender due diligence and project risk assessment.

14.2 Scope of Legal Review

The Consultant shall assess and report on:

a).Corporate and Project structuring:

- Recommended project implementation structure (existing entity, SPV, JV, subsidiary, or project division).
- Legal implications of proposed financing structure.
- Shareholding and governance considerations, if applicable.

b) Land and Property Due Diligence:

- Verification of land ownership status.
- Review of land title, encumbrances, easements, rights of way, and access rights.
- Land use classification and change of land use requirements.
- Compliance with local development regulations and zoning requirements.
- Identification of any land acquisition or rehabilitation issues.

c) Statutory Approvals and Permits:

- Identification of all statutory approvals, licenses, permits, registrations, and clearances required during construction and operation.
- Approval sequence and dependency mapping.



- Permit acquisition timeline and critical regulatory risks.

d) Environmental and Safety Compliance Review:

- Review of applicable environmental legislation.
- Compliance obligations under environmental, hazardous chemicals, waste management, and industrial safety regulations.
- Assessment of liabilities arising from non-compliance.

e) Contractual Framework Assessment:

- Review and recommendation of contractual structures for:
- Technology Licensing Agreement.
- EPC/EPCM Contracts.
- Long-Term Methanol Supply Agreement.
- DME Offtake Agreements.
- Utility Supply Agreements.
- Storage and Logistics Agreements.
- Operations and Maintenance Contracts.
- Identification of key commercial and legal risk allocation provisions.

f) Regulatory Classification Review:

- Assessment of DME classification under applicable Indian laws and regulations.
- Review of applicability of PESO, PNGRB, OISD, Explosives Act, Gas Cylinder Rules, Factories Act and other relevant regulations.
- Identification of regulatory gaps or approvals required for DME blending, transportation, storage, and marketing.

g) Financing and Lender Requirements:

- Identification of legal due diligence requirements typically required by banks, financial institutions, multilateral agencies, and investors.
- Review of security creation requirements and financing-related approvals.



h) Litigation and Legal Risk Assessment:

- Identification of potential legal risks associated with project implementation.
- Regulatory enforcement risks.
- Force majeure and change-in-law considerations.
- Dispute resolution framework recommendations.

14.3 Deliverables:

The Consultant shall provide:

- A Legal and Regulatory Compliance Matrix.
- A Statutory Approval and Permit Register.
- A Contractual Risk Assessment Report.
- A Legal Risk Register with mitigation measures.
- Recommendations on project structuring and contractual arrangements.
- A Legal Compliance Roadmap covering pre-construction, construction, commissioning and operational phases.

18. DELIVERABLES

a. Draft DPR

A comprehensive Draft DPR in PDF and editable Word format, covering all sections defined in this Scope of Work. The Draft DPR shall be submitted for Owner review and comment. The Consultant shall present the Draft DPR findings in a formal presentation to the Owner's team within **one week of Draft DPR submission**.

b. Final DPR

Final DPR incorporating all Owner comments from the Draft DPR review. The Consultant shall provide a **Comment and Resolution Register** showing each Owner comment and the Consultant's resolution or response.

c. Financial Model

- Fully editable, macro-enabled Excel-based financial model (.xlsm format)



- All formulae unlocked and traceable; no hard-coded values in calculation cells
- Clearly labelled assumption sheet, output summary sheet, and model user guide
- All three scenarios (Base, Optimistic, Conservative) pre-built and selectable

d. Market Survey Report

A separate, standalone Market Assessment Report in PDF and editable Word format, of sufficient depth to serve as an independent market study for lender purposes.

e. Executive Presentation Deck

A PowerPoint presentation deck summarizing the DPR findings, suitable for presentation to the Owner's Board of Directors and prospective lenders/investors

f. Document Submission Register

All deliverables shall be submitted with a formal Document Submission Register (DSR) listing document number, title, revision, and date.

g. Copies

- i. **4 hard copies** of Final DPR (spiral or hardbound as directed)
- ii. **4 hard copies** of Market Survey Report
- iii. **Editable soft copies** of all deliverables in PDF, Word (.docx), and Excel (.xlsx/.xlsm) formats, submitted on USB drive and via secure file transfer



19. OBLIGATIONS OF THE OWNER

The Owner (Assam Petrochemicals Limited) shall provide the following to the Consultant unless otherwise noted:

- Available plant and utility data
- Site information
- Existing infrastructure details
- Utility availability data: steam, power, cooling water, water supply at proposed battery limit tie-in points
- Relevant operational information

The Owner shall designate a **single point of contact (SPOC)** for technical coordination with the Consultant. The Owner shall complete review of the Draft DPR and provide consolidated written comments within **two weeks of receipt**.

20. CONSULTANT RESPONSIBILITIES

The Consultant shall:

- Carry out all studies in accordance with accepted engineering and project development practices, relevant Indian standards, and international best practices
- Use only authentic, verifiable, and appropriately referenced data sources
- Maintain strict confidentiality of all project information and Owner-provided data prior to commencement of work
- Proactively coordinate with technology licensors, equipment vendors, and market participants to obtain primary inputs
- Ensure completeness, internal consistency, and technical accuracy of all DPR sections
- Promptly notify the Owner of any data gaps, ambiguities, or scope clarifications required that could affect the DPR quality or timeline
- Prepare all documents in English; all quantities in SI units unless otherwise agreed; costs in Indian Rupees (INR) with USD equivalents stated where appropriate



21. BASIS OF REPORT PREPARATION

The DPR shall be prepared based on:

- Primary inputs from process technology licensors and major equipment vendors (formal RFI process)
- Industry benchmarks from recognized databases
- Published government statistics (MoPNG, PPAC, DPIIT) and industry association data
- Applicable Indian codes and standards.
- International engineering practices and AACE (Association for the Advancement of Cost Engineering) cost estimation standards
- Market intelligence obtained through primary field research and industry contacts

The Consultant shall include a dedicated Register / list in the DPR, clearly stating all assumptions underpinning technical calculations, cost estimates, and financial projections.

The information which the Bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the test and it will then be treated as such accordingly.



2.4 ACCOMODATION/TRANSPORTATION:

Accommodation and Local transportation arrangement for the employees has to be arranged by the Agency / Contractor at his own.

2.5 IDENTITYCARD/GATEPASSFOR CONTRACTOR PERSONNEL:

Contractor shall arrange to provide photo identity card / Gate Pass to all deployed along with the proof of residence of the personnel by him for entry into the plant premises for safety and identification purpose only. No extra payment shall be made on this account as the quoted rates deemed to include the same.

2.6 TERMINATION OF CONTRACT:

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The contract will be for a period of 03 (Three) months only& APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. The Authorised Person shall, in such an event, give 15 (Fifteen) days’ notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.



অসম পেট্র’-কেমিকেলচ্ লিমিটেড
ASSAM PETRO-CHEMICALS LIMITED
(A Government of Assam Undertaking) | An ISO 9001:2015 Certified Company
CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

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SECTION – III

INSTRUCTION TO BIDDERS



3.1 Background

Assam Petro-Chemicals Ltd. (APL) is a state level public sector undertaking of Govt. of Assam incorporated on 22nd April 1971. The foundation stone of the company was laid at Namrup on 15th June 1971 for production of Methanol and Formalin. Assam Industrial Development Corporation Ltd. (AIDC) promoted the company for manufacture of Methanol from Natural Gas which was abundantly available in the adjoining oil field in the Upper Assam. The Petrochemical complex of APL is the first of its kind in India, having natural gas as feedstock. Formalin is its downstream product. The company started its commercial production of Methanol and Formalin in June, 1976 from its two plants of 21 MTPD and 36 MTPD capacities respectively and a few Urea Formaldehyde resins as downstream projects with technology supplied by Mitsubishi Gas Chemicals Co., Japan.

Having availability of Natural Gas in the nearby oil fields in the upper Assam, APL set up another 100 TPD Methanol plant and commissioned it in 1989 with technology supplied by ICI, UK and the 100 TPD capacity Formalin expansion plant in 1997 with technology from Derivados Forestales of Netherland. After the Supreme Court ban on timber industry in 1996, APL found it difficult to market Formalin, as it was used in big ways by plywood manufacturers located in NE Region. Further, closure of the DMT plant of Bongaigaon Refinery and Petro-Chemicals Ltd. in 2000 closed the doors on another important consumer. Despite these twin setbacks that almost completely dried up its market within the state where it earned maximum profit, APL could make its own way of growth by selling Formalin to markets in the rest of the country, Bhutan, Bangladesh and Nepal. Further, APL revamped its 100 TPD Formaldehyde plant to 125 TPD in the year 2012. Present Plant Capacities-Methanol and Formalin are 100 TPD and 125 TPD respectively. The Company has also taken up a project of 500 TPD Methanol Manufacturing Plant at Namrup and 200 TPD Formaldehyde Manufacturing Plant at Boitamari of Bongaigaon District, Assam.



3.2 Aims & Objectives

Assam Petro-chemicals 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 by using natural gas as feedstock for production of Methanol and Formalin as its downstream products.

Having in to the Petro-Chemicals business, facing an overcoming various challenges in the past, APL have completed its 50 years of journey and celebrated golden jubilee on 15th June 2021. It is therefore, may consider the few channel of APL being one of the leading Methanol producers as SLPSU in India seems to be bright.

However, considering company’s huge experience in manufacturing, selling and marketing Methanol and Formalin in domestic as well as international market over last 50 years of journey by utilizing and optimizing various resources, APL would like to diversify its products with introduction of DME plant at Namrup.

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

3.3 **Earnest Money Deposit (EMD):**

Rs. 2,16,000.00 (**Rupees Two Lakh Sixteen Thousand only**) in Online Mode by Net banking/RTGS/NEFT or in Demand Draft or Bank Guarantee in favour of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-I**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

3.4 **EMD validity (For BG Only):**

EMD shall initially be valid for 06 (Six) 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.

Exceptions: The following categories of tenderers are exempted from EMD having the relevant code for procurement of above services of operation and maintenance of water block .



- i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii) Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)

3.5 Refund of EMD:

After acceptance of WorkOrder by Agency / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the Agency / Contractor (successful bidder) after its submission of the security deposit of required amount within stipulated time.

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

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

3.10 BID Processing Fees—NIL

3.11 Performance Bank Guarantee:

The contract performance security shall be **10% of Total Order / Contract Value** (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for **03 months** beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.



3.12 Time Schedule:

After selection of the consultancy organization

Milestone	Target Timeline (from Date of Award)
Kickoff meeting with Owner	Within 1 week
Draft DPR submission	Within 6-8 weeks
Owner review period	2 weeks (Owner's obligation)
DPR presentation to Owner	Within 1 week of Draft DPR submission
Final DPR submission	Within 2 weeks of receipt of Owner comments
Total elapsed time	13 weeks from Date of Award (3 months)

3.13 BIDDING DOCUMENTS

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



3.14 DUE DATE FOR SUBMISSION OF BIDS

As indicated in item clause no. 1(d) of IFB above, the bid is to be submitted online at e-tendering portal <https://gem.gov.in/> on or before the bid due date and time. The hard copies of the un-priced bid must be received by the designated authority within 07 (Seven) Days from the bid due date & time.

APL may, at its sole discretion, extend the deadline for 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.

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

3.15 MODIFICATION & WITHDRAWAL OF BIDS

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

3.16 LATE BIDS

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

3.17 BID VALIDITY

1. Bids shall remain valid for 06 (six) months from the date of Un-priced Bid Opening.
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).

3.18 BID EVALUATION CRITERIA

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



3.19 BID REJECTION CRITERIA

Prior to detailed bid evaluation, APL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the APLs rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by APL.

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 Meeting Pre-Qualification criteria
- (b) Defect liability period.
- (c) Bids with Price variation clause (PVC)
- (d) Non-Submission of EMD, if applicable
- (e) 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
- (f) Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.
- (g) Submission of prices with erasures or corrections or using white fluids.
- (h) Submission of Prices / rates in SOQ / SOR in un-priced bid.**
- (i) Rejection note as mentioned under various clauses of this ENQUIRY document

3.20 CLARIFICATIONS ON BID

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.
2. Bidders requesting clarifications beyond one week from the date 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.



3. All such correspondence shall be routed to the address mentioned in Sl. No. 1.0 (j) of IFB (i.e. Invitation for Bid) highlighting in Subject "Clarifications for Tender No. **APL/C&P/DME/2026-27/630**"
4. Written queries only shall be replied.

3.21 OPENING OF TECHNICAL & UN-PRICED COMMERCIAL BIDS

Technical and un-priced commercial bids shall be opened at the Office mentioned in Clause No. 1.0 (h) of IFB online on the due date and time as mentioned in Clause no. 1.0 (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 present during Un-priced bid opening shall sign un-priced bid opening statement evidencing their attendance. If bidder is placed on holiday / blacklisted after issue of enquiry but before un-priced bid opening, their un-priced bid will not be opened.

3.22 OPENING OF PRICE BIDS

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://gem.gov.in/>. Price bid shall be opened online at the Office mentioned in Clause No. 1.0 (h) of IFB online. Only the final bid cost will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped “Proforma of letter of authority for attending Priced Bid Opening” and submit it to APL before opening of the priced bid. Bidders who are present during priced bid opening shall sign priced bid opening statement evidencing their attendance. If the bidder is placed on holiday / blacklisted after opening of un-priced bid but before opening of priced bid, their price bid will not be opened.



3.23 COMPLETE SCOPE OF WORK

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

3.24 AMENDMENT OF BIDDING DOCUMENTS

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.
2. The modifications/amendment will be notified through Addendum / Corrigendum in e-tendering portal <https://gem.gov.in/> & 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.
3. Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

3.25 SITE LOCATION / SITE VISIT

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

3.26 BIDDING DOCUMENTS AND DEVIATIONS

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 have to submit declaration in their Letter Head for “No Deviation” Confirmation as per Annexure – 7.



3.27 LANGUAGE OF BIDS

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, shall be written in English language only.

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.

3.28 PRICE BID / Schedule of Rates

1. The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".
2. Bidders shall quote indicating basic cost (inclusive of all taxes, transportation charges & GST) in priced bid. GST% shall be quoted separately in Un-priced bid only.
3. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.
4. The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.
5. A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
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.
7. In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering



3.29 DIGITAL SIGNATURE

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

3.30 CORRECTIONS AND ERASURES

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

3.31 CLARIFICATIONS ON BIDS

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

3.32 TECHNO-COMMERCIAL EXAMINATION OF BIDS

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



4. Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
5. Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOA / WO will be issued to them.

3.33 REBATE

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

3.34 CONTACTING APL

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

3.35 APL'S RIGHT TO ACCEPT/REJECT BIDS

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

3.36 PREPARATIONS OF BIDS - TWO BID SYSTEM

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.



3.37 CONFIDENTIALITY OF DOCUMENTS

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

3.38 SUBMISSION OF BIDS

1. Bidder(s) will be required to submit the bids online in e-tendering portal <https://gem.gov.in/>. The original copies of the Un-price bids is required to be submitted within 07(Seven) days from the Bid due date and time to the address given in Sl. No. 1.0 (f) of IFB.

2. Cover containing documents as per clause no. 3.36 and “Checklist for online Submission of Bid”:

a) CoverNo. 1 : “Fee/PreQual/Technical”

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



b) Cover No.2: “**Price Bid**”

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-Qual/Technical” part of the Tender. Bidders shall ensure that no pricing information of any type is shown in their “Fee/Pre-Qual/Technical”. The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.
3. Bidder shall indicate Taxes and duties in Annexure-10 “Agreed Terms & Conditions”.
 4. Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids.

3.39 OTHER DOCUMENTS & REQUIREMENTS

The Bid, as submitted will consist of the following:

1. Complete Set of TENDER documents duly filled in, signed and stamped by the bidder as prescribed in different clauses of TENDER documents.
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.



অসম পেট্র’-কেমিকেলচ্ লিমিটেড

ASSAM PETRO-CHEMICALS LIMITED

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

Head Office



Namrup, P.O. Parbatpur
District: Dibrugarh, Assam-786623, India



(0374) 2500331/2500217



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Web: www.assampetrochemicals.co.in

SECTION – IV

BID EVALUATION CRITERIA & PRICE

BID EVALUATION METHODOLOGY



BIDS EVALUATION CRITERIA

A. 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.

1.0 Bidders Qualification Criteria (Technical):

Following will be the minimum pre-qualification criteria. Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

Sl. No.	Pre-Qualification Criteria	Supporting Compliance Document
1	The applicant shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956 (Amended in 2013) / the partnership Act, 1932, LLP Act 2008 and who have their registered offices in India.	Copy of Certificate of incorporation and / or Partnership Deed, if any
2	The firm should be in the business of providing similar consultancy services for at least 03 years as on 31.03.2026.	Certificate by Company Secretary of the Bidder's organization
3	The Bidder shall have experience of providing: (i). Three similar completed consultancy services to organization of Central Govt. / State Government / PSUs / Government affiliated	Copy of Work Order / Contract along with Job Completion Certificate of providing similar services during last 08 (Eight) years.



	Autonomous Bodies in India costing not less than Rs.43 Lakh each during any financial year of last 08 (Eight) years or (ii) Two similar completed services costing together not less than Rs.54.0 Lakh or (iii). One similar completed services costing not less than Rs. 86 Lakh during the period as stated above.	
4	The firm should not be blacklisted by any Central Government / State Government / PSU / Government affiliated Autonomous Bodies	Annexure-8 duly signed by the Authorized signatory
5	The consultancy firm should have at least 20 full time consultants from different verticals on its pay rolls.	Certificate by Statutory Auditor or Company Secretary of the Bidder’s organization

Notes to BEC Clause 1.0(5) above:

a. Definition of “Similar Work”: Means the works related to previous projects or experiences of the bidder those are similar in nature, scope or complexity to the project being tendered.

b. For proof of requisite Experience (refer Clause No. 1.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

A. Contract document showing details of work,

AND

B. Job Completion Certificate showing:

(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

OR

C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

(i) Work order no./ Contract no.

(ii) Gross value / quantity of jobs done

(iii) Period of Service

(iv) Nature of Service

c. Only Letter of Intent (LOI) / Letter of Award (LOA) or Work Order(s), Job Completion Certificate are not acceptable as evidence of experience.

d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause Nos. 1.0 will only be treated as acceptable experience.

e. Following work experience will also be taken into consideration:

(i) If the prospective bidder has executed contract in which work defined above is also a component of the contract.

(ii) In case the start date of the requisite experience is beyond the prescribed 08 (Eight) years reckoned from the original bid closing date but completion is within the prescribed 08 (Eight) years reckoned from the original bid closing date.

(iii) If the prospective bidder is executing similar work which is still running and the contract value / quantity / period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para e. (i) and (ii) above, to satisfy a) work defined above b) minimum prescribed value / quantity / period c) prescribed period of 08 years, to be submitted as below:

Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 08 (Eight) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).



Proof of work experience against Para e. (iii) above, to satisfy a) work defined above b) minimum prescribed value / quantity / period c) prescribed period of 08 years, to be submitted as below:

Bidder must submit the following:

A. Breakup of similar work

B. Contract document showing details of work

C. LOA / LOI / Work order showing:

- (i) Gross value / quantity of job awarded
- (ii) Nature of job awarded
- (iii) Contract no. / Work order no.
- (iv) Contract period

D. Certificate of Payment (COP) / SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:

- (i) Work order no. / Contract no.
- (ii) Gross value / quantity of job done
- (iii) Period of Work done
- (iv) Nature of Service

f. ‘Similar Work’ executed through “sub-contracting” shall not be considered for evaluation.

g. ‘Similar Work’ executed by a bidder for its own organization / subsidiary / Joint Venture cannot be considered as experience for the purpose of meeting BEC.

h. Bids submitted for part of the work will be rejected.

i. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.0.

j. The bidder must confirm the following in their bid:



(i) To provide experience and qualified personnel during the execution of the work. The qualification and work experiences of personnel to be deployed by the bidder must be in accordance with the requirement as per SCOPE OF WORK.

(ii) To quote for full service as specified in 'Scope of Work' and submit filled up 'Price bid format / Schedule of Rates'.

2.0 Bidders' Qualification Criteria (Financial)

Following will be the minimum pre-qualification criteria. Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

Sl. No.	Pre-Qualification Criteria	Supporting Compliance Document
1	The Bidder has to submit their financial net worth of last 3 consecutive Financial Years (FY 2022-23 , 2023 – 24 & 2024-25)	Annexure-12 to be certified & validated by Chartered Accountant (CA) with name of CA registration number, signature and stamp. Copies of Balance Sheet and Profit & Loss account statement.
2	The Bidder should have minimum average annual turnover of Rupees 32 lakhs in the last 3 consecutive Financial Years (FY 2022-23 , 2023 – 24 & 2024-25) from only consultancy Services rendered in India	
3	The firm should not be blacklisted by any Central Government/ State Government / PSU / Government affiliated Autonomous Bodies	Annexure-8 duly signed by the Authorized signatory
4	PAN No. / GST Registration Certificate / UAM (UdyogAdhar Memorandum Number)	Copy of Certificate to be enclosed.



3.0 Evaluation of bids:

3.1 Opening of Bids: The bids received in e-tendering portal <https://gem.gov.in/> will be opened by APL online as per schedule mentioned in SL. No. 4. “Salient features for submission of proposal” of TENDER

1	Opening of Technical Bid	Online in the e-tendering portal https://gem.gov.in/
2	Technical Bid	Date will be notified online in the e-tendering portal https://gem.gov.in/ and will be opened online on the notified date & time.
3	Opening of Financial Bid for technically qualified bidders.	Date will be notified online in the e-tendering portal https://gem.gov.in/ and will be opened online on the notified date & time.

3.2 Preliminary Scrutiny

APL will scrutinize the offers received to determine whether they are complete and as per tender requirement. Bidders’ meeting the eligibility criteria will be taken forward to the next stage of evaluation i.e. technical evaluation. First, the Bid Security Declaration will be checked. Then, the Pre-Qualification Proposal Documents will be reviewed / evaluated and only those bidders, who qualify the minimum requirements specified in the tender, will be eligible for technical evaluation. Technical Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened / entertained. All the supporting documents/documentary evidence must be attached as per specifications done in eligibility criteria i.e. Clause 1.0 and 2.0 above and relevant Annexure(s).

3.3 METHODOLOGY FOR EVALUATION OF BIDS

- This Tender is subjected to L1 Criteria and hence Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive and qualified under BEC compliance. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on APL.
- Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected



h. Contract Finalization and Award

- i. APL shall reserve the right to negotiate with bidder whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- ii. After APL notifies the successful bidder that its proposal has been accepted, APL shall enter into a contract, incorporating all clauses, pre-bid clarifications and proposal of the bidder(s) between APL and successful bidder.



অসম পেট্র’-কেমিকেলচ্ লিমিটেড

ASSAM PETRO-CHEMICALS LIMITED

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

Head Office



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)



1. INTRODUCTION

Assam Petrochemicals Limited is situated at Namrup, Dibrugarh District in the state of Assam and the nearest railway station is at Namrup. The Plant is recently commissioned successfully under project stage to produce 500 TPD of Methanol from Natural Gas which shall be transported through pipeline from Duliajan and a 200 TPD Formalin manufacturing plant at Boitamari of Bongaigaon Dist. of Assam is being set up as an expansion plan of the company.

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 “Authorized Representative” shall mean any personnel authorized by APL 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 / 80 kms.

Nearest Railway station: Namrup / 5 kms.

4. DURATION OF CONTRACT:

The Consultant will be appointed for a period of **03 (Three) months** only from the date of appointment, which *inter-alia* shall include the period of successful implementation. However, this would be subject to satisfactory performance during the period as indicated reviews which would be solely adjudged by APL. In case, if the performance of Consultant is deemed unsatisfactory, the contract will be terminated as per the provision of “termination of contract” clause mentioned in this tender.

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 in disciplined 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 their manpower, 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 wherever necessary under the applicable Laws.
- 5.7 The contractor / agency shall ensure and will be solely responsible for payment of salary & wages and other dues 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.
- 5.8 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.
- 5.9 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 manpower 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 service tax (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 seven (7) days shall be permissible for the start and execution of the contract with effect from the date of award of contract or intimation from EIC. No mobilization advance shall be payable by APL on this account. In case the Contractor / bidder is not able to mobilize the services, within the time specified above, a penalty @ ₹ 5,000/- per day shall be imposed on the Contractor / bidder.

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

- (i) The contract agreement along with Insurance policy of deputed contract employees.
- (ii) The essential Qualification and experience certificate of deputed contract employees.



- (iii) All required documents have to be submitted for Gate Pass.
- (iv) The contractor shall mobilize his manpower, 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.
- (v) The services can be requisitioned any time round the clock as and when desired by the Authorized Representative of APL. 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 requirements of state / central laws, 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.

- II. The contractor will ensure engagement of 100% of local persons in unskilled category of work (if any) for which list of such persons will be provided by the authorized persons of APL Authorities. The name of the Authorized person will be notified to the contractor by APL Authority from time to time. So far as engagement of Semi-Skilled and Skilled category of manpower in the said work (if any) is concerned, the contractor will give preference to the local persons fulfilling the technical requirement of the job/work.



- III. The service provider shall submit a list of his personnel to be deployed by him after award of contract along with details of qualification and experience. It shall be the responsibility of the service provider to provide police verification documents of those proposed personnel to the Authorized Person (AP) of APL before their deployment under this contract. AP reserves the right to accept deployment of any person and reserves the right to verify the antecedents of any person and / or reject any of the service provider’s personnel. APL shall be at liberty not to allow entry into its premises any of the manpower whose activities appear to be prejudicial to the safety, security or other interest of the company. The manpower shall enter the APL Premises only with Photo Passes/ID Card.
- IV. The vendor has to ensure Police Verification of all their staff before they are deployed at the premises of APL.
- V. The contract shall be valid for a period of 03 Months from the date of execution of formal agreement/issue of work order / fax of indent, whichever is issued earlier.
- VI. The contractor will be solely responsible for any loss, damage to APL's property while it is in his charge due to negligence and / or fraud, etc. on the part of the contractor / his personnel in that case cost of the said item(s) shall be recovered from the party on the prevailing 'market rates' as desired by “AP”.
- VII. The personnel engaged by the contractor will have nothing to do with APL directly or indirectly and the contractor shall be their 'Employer'. They will also not work else where during the period engaged by him; APL shall have no liability whatsoever concerning contractor's employees.
- VIII. In case it is felt by the authorized person of APL that any person or supervisor of the contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the contractor.



- IX. The contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- X. The contractor shall use the premises only for the purpose of this contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of APL in writing.
- XI. The contractor shall work under the supervision of the "AP" or authorized person(s) of APL, as may be nominated from time to time. The contractor shall be deemed to be in possession, sole, exclusive or otherwise of the premises or any part thereof, which shall always be in the exclusive possession & control of APL.

9. PAYMENT:

APL will release payment of the agreed Professional Fees to the selected Consultant after deduction of applicable taxes at source. No upfront payment will be made by APL to the consultant. The payment will be released only after acceptance of the Core Committee to be constituted for this purpose for each deliverables.

If any of the items / activities corresponding to which certain price as mentioned in the Price Bid is quoted, are not taken up by Consultant during the course of the assignment, APL will not pay the professional fees quoted by the selected consultant in the quotation against such activity.

Sl. No.	Milestone / Deliverable	Payment (% of Consultancy Fee)
1.	Submission and acceptance of the Inception Report and Detailed Work Plan, including methodology, project execution schedule, data requirement matrix and proposed approach for preparation of TEFR & DPR.	10%



2.	Submission and acceptance of the Draft TEFR covering technology assessment, feedstock process configuration, mass and energy balance, utility requirements, preliminary plant layout, preliminary CAPEX/OPEX and techno-economic analysis.	25%
3.	Submission and acceptance of the Draft DPR covering detailed project configuration, engineering basis, equipment list and specifications, utilities/off sites, infrastructure requirements, detailed CAPEX/OPEX, implementation schedule, financial analysis, statutory/regulatory requirements and risk assessment.	30%
4.	Submission of the Final TEFR and DPR incorporating all comments/suggestions of APL Project Committee and presentation of the same before the competent authority, wherever required.	25%
5.	Final acceptance/approval of the TEFR and DPR by APL and submission of the complete set of final documents, including editable/native files, drawings, calculations, cost estimates, financial models and other supporting documents.	10%
	Total	100%

10. JURISDICTION:

This tender and Contract with the selected Consultant shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Dibrugarh / Guwahati.



11. Authorized Person by APL (AP):

The "AP" 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 "AP" 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 "AP" whose decision shall be final and binding on the contractor. The decision of "AP" 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 "AP" shall be authorized to impose penalty for all deviation of contract as per Penalty Clause of the Contract. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

12. WORKING AREAS

12.1 Adherence to terms and conditions

The Bidders who wish to submit their responses to this Tender should note that they should abide (in true intent and spirit) by all terms and conditions contained in the tender document. If the responses contain any extraneous conditions put in by Bidders, such responses may be disqualified and may not be considered for selection process.

12.2 Consultant's General Responsibilities

The Consultant shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution. The Consultant shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of quality and standards therein specified, provided that where and to the extent some approval of quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of APL. The Consultant should provide professional, objective and impartial advice at all times and hold APL's interest paramount and should



observe the highest standard of ethics, values, code of conduct, honesty while executing the assignment.

12.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of rates and prices before agreeing to the Terms and Conditions. The rates quoted by Bidders shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidders should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

12.4 Execution of Service Level Agreement (SLA)/Non-Disclosure Agreement (NDA):

The selected Consultant will be required to execute the following within **15 days** from the date of intimation to Consultant as stated in **clause 22.5** below:

22.4.1. Service Level Agreement (SLA) which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by APL; and

22.4.2. Non-disclosure Agreement (NDA)

- i. Payment of stamp duty would be as per laws applicable in the State in which the SLA and NDA is executed.
- ii. The Consultant shall bear all costs and expenses for execution, stamp duty and submission of the agreements. APL shall not be responsible or liable for reimbursing / compensating these costs and expenses.

22.5 If the selected Consultant differs / does not agree on any conditions / terms of the contract, APL shall have the right to appoint the next ranked Consultant without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.



Unless and until a formal SLA and NDA is executed, this Tender (RFP) together with the written acceptance of the Consultant thereof shall constitute binding Terms and Conditions between the Parties.

22.6 No Commitment to Accept Lowest Financial Proposal by value

APL shall be under no obligation to accept the lowest price bid or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. APL reserves the right to make any changes in the terms and conditions of purchase. APL will not be obliged to meet and have discussions with any Consultant, and/or listen to any representations unless there is change in the terms and conditions of purchase.

22.7 Taxes

TDS will be deducted from payments to the Consultant as per applicable laws. In lieu of that certificate will be provided by APL to the Consultant.

22.8 Statutory authority obligations, notices, fees & charges

The Consultant shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or bye-law of any relevant authority which has any jurisdiction with regard to the assignment. The Consultant would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

22.9 Single Point of Contact

The selected Consultant should provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc.

22.10 Authorized Signatory

The selected Consultant shall indicate the authorized signatories who can discuss and correspond with APL with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with APL. The Consultant shall furnish proof of signature identification for above purposes as required by APL.



22.11 Work Space and administrative requirements

The key persons identified by the selected Consultant for the program should carry out their activities from APL’s Office located at Namrup, PO:Parbatpur, Dist:Dibrugarh (Assam) Pin No- 786623 or from any other suitable location as provided by APL. The Consultant may indicate their administrative requirements (entry pass & sitting arrangement) to APL well in advance. No charges would be applicable to the Consultant for the same. Computers / laptops, Internet dongle, other IT devices & accessories etc. for human resources deputed shall be arranged by the selected agency / bidder on its own.

22.12 Substitution of Program Team Members

During the assignment, substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of APL and by providing the replacement staff of the same level of qualifications and competence. If APL is not satisfied with the substitution, APL reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by APL to the selected Consultant during the course of the assignment pursuant to this tender besides claiming an amount equal to the contract value as penalty. However, APL reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by APL) during the course of assignment pursuant to this tender.

22.13 Rights in Intellectual Property and Material

All rights relating to the Trade Marks and Copy Rights in respect of work generated by the Consultant on behalf of APL and paid for by APL shall vest with APL. Provided that APL would reimburse the Consultant for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from APL. In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of corresponding patents, models, trademarks, names or other protected rights and shall keep APL harmless and indemnify APL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) and/ or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to APL will be property of APL. The Consultant shall not be entitled, either directly or indirectly, to make use of the documents and reports given by APL for carrying out of any services with any third parties. Consultant shall not without any prior written consent of APL be entitled to publish studies or descriptive



articles, with or without illustrations or data, in respect of or in connection with the performance of services. The pre-existing intellectual property of Consultant used in deliverables shall remain vested with the Consultant. Anything developed during the course of the project shall be owned by APL.

22.14 Confidentiality

Information provided under this tender and subsequent SLA (if the Consultant is selected) is confidential and neither party shall at any time either during the association or at any time thereafter, divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs. **“Confidential Information”** means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- a. Relates to the Disclosing Party; and
- b. Is designated by Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. Is prepared or performed by or on behalf of Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- d. Without limiting the generality of foregoing, confidential information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by APL with the Consultant.
- e. “Confidential Materials” shall mean all tangible materials containing confidential information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to APL's data or data of APL projects, including but not limited to APL customers or “APL employees” personal data or such other information as APL is required by any law to protect for an indefinite period, such confidential information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- g. Nothing contained in this clause shall limit Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Consultant shall at no point use APL's confidential information or intellectual property.



The Parties will, at all times, maintain confidentiality regarding the contents of this tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all confidential information available to the parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the confidential information of the other with at least the same standard of care and procedures used to protect its own confidential information of similar importance but at all times using at least a reasonable degree of care.

If the Consultant hires another person, with the prior written permission of APL to assist it in the performance of its obligations under this tender, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.

The Consultant shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of APL.

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors, who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The receiving party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this tender or
- b. Unless and otherwise agreed herein, use of any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of APL or its customers or their projects.

In maintaining confidentiality hereunder the Consultant on receiving the Confidential Information and materials agrees and warrants that it shall:

- a. Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.



- b. Keep the confidential information and confidential materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
- c. Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, contractors and sub-contractors, who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, contractors and sub-contractors so involved to protect the confidential information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform APL of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Consultant who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - I. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party’s possession or under its custody and control
 - II. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contents, reflect or derive from confidential information relating to the Disclosing Party
 - III. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - IV. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - V. The rights into the data/ information residing at APL’s premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with APL.
- f. This shall not be applicable and impose no obligation on the receiving party with respect to any portion of confidential information which:
 - i. Was at the time of receiving or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to receiving party at the time of receiving such information as evidence by documentation then right-fully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is there after, rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock



- exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Consultant shall promptly notify to APL of such requirement with a view to providing APL an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- vi. Was independently developed by the receiving party without help of confidential information.

On termination of the tender and subsequent agreement, each party must immediately return to the other party or delete or destroy all confidential information of the other Party and all notes and memoranda (including copies of them) containing confidential information of the other party in its possession or control save for that training materials and documentation that has been provided to APL which is contemplated for continued realization of the benefit of the services. Not with standing or foregoing, Consultant may retain a copy of such information (but which shall not include customer data and confidential information) as may be necessary for archival purpose. Where confidential information relates to APL’s data or data of APL customers, including but not limited to the “APL Clients or Projects” or the “APL employees” personal data or such other information as APL is required by any law to protect for an indefinite period, such confidential information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the confidential information and has returned or destroyed all confidential information in its possession.

The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of APL and its disclosure under the contract shall not confer on the Consultant any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract. The confidentiality obligations shall survive the expiry or termination of agreement between the Consultant and APL. APL shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Consultant’s reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

22.15 Indemnification

The Consultant appointed under this tender hereby absolutely, irrevocably and unconditionally indemnify and undertake to keep APL and / or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise;



at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by APL and or its directors, officers, employees, agents and representatives due to reason of any third party claim arising out of –

- APL’s authorized / bonafide use of the services provided by Consultant under this TENDER; and / or
- An act or omission of the Consultant, including its employees, agents, contractors or sub-contractors in the performance of obligations of the Consultant under this tender; and / or
- Claims made by employees or contractors or sub-contractors’ employees (appointed with the written permission of APL), who are deployed by Consultant for rendering services to APL; and / or
- Breach of any of the term of this tender or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this tender; and /or
- Any or all services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and / or
- Breach of confidentiality obligations contained in this tender; and / or
- Negligence or gross misconduct attributable to the Consultant or its employees
- The total liability of the selected Consultant under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Consultant and APL.

22.16 Termination

In the event of non-performance of the Consultant as decided by APL or any disputes or differences arising between the Parties hereto on any matter / provision set out in this tender and subsequent Service Agreement for the selected Consultant, the Parties shall try to resolve the matter amicably. The defaulting party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting party does not comply with its obligations, on the completion of the notice period, the other party shall be at liberty to terminate the Agreement, without any further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of Agreement, the Consultant would promptly hand over to APL all deliverable items, including work-in-progress, all “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Consultant shall complete pending assignments and APL shall agree to settle the dues in respect of completed assignments, except if specifically instructed by APL to act otherwise. In such case, the payment due to the Consultant would be determined on the basis of the last completed milestone as per the program schedule.

APL would also have the right to terminate such SLA with one month’s notice without assigning any reason.

APL reserves the right to cancel the contract of selected Consultant and recover expenditure incurred by APL in any of the following circumstances:

- a. The Consultant becomes insolvent or goes into liquidation voluntarily or otherwise.



- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Consultant is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 20% of the total contract price.
- e. If the selected Consultant fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Consultant gets merged / taken over by another firm.
- g. Breach of terms of Contract by the Consultant which in the opinion of APL is material.

22.17 Publicity

Any publicity made by Consultant in which the name and logo of APL is to be used, should be done only with the explicit prior written permission of APL.

22.18 Notices and other Communication

If a notice has to be sent to either of the parties following signing of the contract, it has to be in writing and shall be sent personally or by certified or registered / speed post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email / fax), addressed to the other party at the addresses, e-mail and fax number given in the contract. Notices shall be deemed given upon receipt, except that notices sent by registered / speed post in a correctly addressed envelope shall be deemed to be delivered within 7 (Seven) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other party in one of the manners provided in this section.

22.19 Written Notice of change in name, form or control of either Party

The Consultant shall provide APL with prompt 15 (Fifteen) days prior written notice of any proposed change in Consultant's name, ownership, or form of organization. The Consultant shall also provide APL with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.



22.20 Violation of Terms

APL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender. These injunctive remedies are cumulative and are in addition to any other rights and remedies APL may have as per law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

22.21 Limitation of Liability

Save and except as provided in “Terms of Compensation” and “Termination” herein, neither party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement. The Consultant’s aggregate liability in connection with obligations undertaken as a part of the tender regardless form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actual and limited to the contracted value under the applicable statement of work. APL shall not be held liable for and to absolve of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Consultant as part of procurement under the tender. It is expressly agreed between the parties that for any event giving rise to a claim, APL shall have the right to make a claim (including claims for indemnification under the procurement in this tender) against the Consultant.

22.22 Survival

Any provision of the Contract / Tender of which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the parties in the same manner as if the Contract / Tender is valid, subsisting and in full force and effect. In the event of Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the parties, their successors and assigns.

22.23 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.



22.24 No Agency

The Service(s) of successful Bidder herein shall not be construed as any agency of APL and there shall be no principal agency relationship between APL and the successful Bidder in this regard.

22.25 Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) guidelines, it is required that Consultants / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of APL and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive APL of the benefits of free and open competition.

APL reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. APL reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per APL’s discretion, to be awarded a contract if at any time, it determines that the firm has engaged into corrupt or fraudulent practices in competing for or in executing the contract.

22.26 Adherence to Standards

The selected Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. APL reserves the right to conduct an audit / on going audit of consulting services provided by the selected Consultant. APL reserves the right to ascertain information from other institutions to which the Consultants have rendered their services for execution of similar programmes.

22.27 Conflict of interest

The Consultant shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to APL all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.



22.28 Sub Contracts

Neither the contract nor any rights granted under the contract with APL can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Consultant without advance written consent of APL. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required from selected Bidder under the contract. Formation of consortium or association of consultants and engaging sub consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

22.29 Non-solicitation

The selected Consultant, during the term of the contract and for a period of one year thereafter shall not without the express prior written consent of APL, directly or indirectly:

- Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize services of any person who has been an employee or associate or engaged in any capacity by APL in rendering services in relation to the contract; or
- Induce any person who shall have been an employee or associate of APL at any time to terminate his / her relationship with APL.

22.30 No Employer Employee Relationship

The selected Consultant or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with APL or any of its employees / officers / staff / representatives / personnel / agents.

22.31 Vicarious Liability

The selected Consultant shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by selected Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in APL shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Consultant, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of selected Consultant shall be paid by the selected Consultant alone and APL shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the selected Consultant’s employees, agents, contractors, subcontractors etc. The selected Consultant shall agree to hold APL, its successors, assigns and administrators fully indemnified, and harmless



against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to APL through the action of selected Consultant’s employees, agents, contractors, sub-contractors etc.

22.32 Other Conditions

It is clarified, as and by way of abundant caution that APL will have all ownership and / or license rights on all ideas, concepts, proposals, etc. developed by Consultant during the course of this assignment as specified in the tender and paid for by APL. APL reserves the right to negotiate any aspect of proposal with any Consultant and negotiate with more than one Consultant at a time after the tender closes to improve upon or clarify any response or bid proposal. APL reserves the right to ask some or all consultants for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Consultant whose clarification is found not suitable for the proposed project. APL reserves the right to share the information / clarifications provided in response to tender by any Consultant, with any other Consultant(s) / others, in any form.

22.33 Representations and Warranties

The Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- Bidder has been in existence in India since April 01, 2016 and has the requisite qualifications, skills, experience and expertise in providing service(s), technical know-how and the financial where the power and authority to enter into the Contract and provide service(s) sought by APL.
- That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the TENDER / Contract.
- That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all requirements are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and TENDER and unless APL specifies to the contrary, the Bidder shall be bound by all terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- That the Bidder meets the requisite eligibility criteria as set out hereinabove and has requisite professional skills, personnel and resources / authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract.
- That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- That the Bidder shall use such assets of APL as APL may permit for the sole purpose of execution of its obligations under the terms of the bid, or Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in



equity or otherwise, merely by fact of such use or possession during or after the term hereof.

- g. That the Bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyright process / product free from all claims, titles, interests and liens thereon, and shall keep APL, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- h. That all representations and warranties as have been made by the Bidder with respect to its bid and Contract, are true and accurate, and shall continue to remain true and accurate through the term of Contract.
- i. That the execution of service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect / may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.
- k. That the Bidder has the corporate power / power to execute, deliver and perform the terms and provisions of Contract and has taken all necessary corporate action / action to authorize the execution, delivery and performance by it of the Contract.
- l. That all conditions precedent under the Contract has been complied.
- m. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of Contract
 - a) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
 - c) Will violate any provision of Constitutional Documents (if applicable) of the Bidder.
- n. That Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder, which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him / her / on it.
- o. That Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without prior written consent of APL, which may directly or indirectly have a bearing on the Contract or service(s).
- p. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder’s business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual



Property Rights licensed or provided to Bidder by any person. All Intellectual Property Rights (owned by Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep APL, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

22.34 Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between APL and successful Bidder / its team or any relationship of employer - employee, principal and agent, or partnership, between APL and the successful Bidder. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of Contract. APL has no obligation to the successful Bidder except as agreed under the terms of Contract. All employees / personnel / representatives / agents etc., engaged by the successful Bidder for performing its obligations under the Contract / Tender shall be in sole employment of successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, APL shall be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees / personnel / representatives / agent etc. of the successful Bidder.

The successful Bidder shall disclose to APL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team / agents / representatives / personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict. The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless APL first gives the successful Bidder its prior written consent.

22.35 Force Majeure

Definition

- i. For the purposes of this engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
 - a. Any event which is caused by negligence or intentional action of a party or by such party’s agents or employees, nor



- b. Any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

EMPLOYMENT RELATED CLAUSES:

- A. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. The contractor shall indemnify APL from such liabilities.
- B. The contractor shall not employ or permit to be employed any person suffering from any contagious, infectious disease. The contractor shall get examined his employees / persons deployed from a Civil Govt. Doctor.
- C. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Plant Premises. If found under the influence of above, the owner/ APL will terminate the contract immediately and may refer the case to police.
- D. The contractor hereby agrees to indemnify owner / APL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner / APL.
- E. Following documents shall be submitted by the Agency / contractor to Authorized Person of APL at various stages during the currency of the contract:
 - F. **Immediately after issuance / receiving of Letter of Intent (LOI):**
 - a. List of persons along with designation, Employee No. etc.
 - b. Copies of Identity Card issued by the contractor of persons to be engaged in APL.
 - c. Attendance Register to be maintained by the contractor:

PENALTY:

- a. In case of non-compliance of contract clause with respect to mobilization, execution, quality, safety and other statutory requirement to the full satisfaction of AP, the AP may at his discretion impose a penalty at the rate of 0.5 % of the total contract value per week or part thereof, subject to a maximum 5 % of the total contract value.



- b. If after mobilization of required manpower, any manpower leaves or remain absconding from the site without information and the Agency / Consultant fails to fulfil the void space within 15days, an amount equal to 30 man-days of the respective category per man power will be deducted from the monthly RA bills.
- c. During the contract period if any manpower wants to leave the site, Agency / Consultant will have to ensure that intimation to APL in advance of 1 month period is received; failing which penalty under clause no. 12.3 will be applicable in their next monthly bill.

If the selected Consultant fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, APL reserves the right to recover penalty @ 1% of contract value per week or part there of as penalty for non-performance / delayed performance. Not with standing what so ever stated above, if the selected Consultant fails to adhere to the time schedule or fails to complete the due performance of the obligations under this Tender as per APL’s satisfaction, then APL can repudiate the contract and recover 20.00% of the contract value as penalty from the selected Consultant.

Service Level Agreements (SLA) and Penalty

Service Levels	Measurement Criteria	Applicable Penalty
Submission of Draft Report	Within defined timelines	Nil
	Delay beyond 3 months	One Percent of Total Work Order Value for each delayed week
Submission of Final Report	Within defined timelines	Nil
	Delay beyond 1 week of receiving the feedback on the draft report	One Percent of Total Work Order Value for each delayed week
	Less than 7	Two percent (2%) of the total work order value against each milestone of payment (please refer 9 (Payment Terms))

Note: The maximum SLA based penalties that can be levied under the contract shall be 20 per cent of the Work Order Value.



HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Agency / Consultant shall ensure that the APL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Agency / Consultant shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, APL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with APL.
- 2.4 All fatal accidents and other personnel accidents shall be investigated for root cause by APL and Agency / Consultant shall extend all necessary help and cooperation in this regard.
- 2.5 Agency / Consultant shall ensure that their employees shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes etc. wherever necessary.
- 2.6 Agency / Consultant shall assign competent & qualified personnel for carrying out various tasks / jobs as per requirement.
- 2.7 Agency / Consultant shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.



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SECTION – VI

SCHEDULES OF RATES (SOR)

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

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



Deliverables	Unit	Quantity	Rate(Inclusive GST)	Amount (Rs.)(inclusive GST)
PREPARATION OF A DETAILED PROJECT REPORT ON 40,000 TPY DME PROJECT AT ASSAM PETRO-CHEMICALS LIMITED, NAMRUP:	L/S	1	Quoted	Quoted

NOTES:

1. Applicable rate of GST to be mentioned by the bidders

- IGST _____%
- CGST _____%
- SGST _____%

2. Bidder has to submit the above SOR along with Un-Priced Bid specifying in the Rate & Amount column as “QUOTED”. **No Price related information is to be submitted in Un- Priced Bid.**

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

- No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.



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- (ii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- (iii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.



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SECTION – VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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



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SECTION – VIII

ANNEXURES



Annexure – 1

PROFORMA FOR EMD

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, G.S. Road, Guwahati-5, Assam, India (hereinafter called ‘ the Owner’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s (Hereinafter called ‘the said Tenderer(s)’ which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. for hereinafter called ‘the said Tender’ of such earnest money deposit for the due fulfillment by the said Tenderer(s) of the terms and conditions contained in the said tender..... foron production of bank guarantee for an amount of Rs..... only.

We Bank hereinafter referred to as ‘the bank’ do hereby undertake to pay to the owner and amount not exceeding Rs..... only against any loss or damage caused to or suffered or would be caused to or suffered by the said owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

1.We..... Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender or by reason of the said Tenderer’s failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....only.

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2. We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer(s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

3. We _____ Bank undertake not to revoke this guarantee during the currency except with the previous consent of the Owner in writing. Upon expiration of this Guarantee, this document is to be returned to the Bank for cancellation.

4. NOTWITHSTANDING anything contained hereinabove,

a. Our liability under this guarantee shall be restricted to an amount of Rs..... only.

b. This guarantee shall be valid upto _____.

c. The Bank shall be released and discharged from all liability under this guarantee unless a written claim or demand is received by the Bank on or before _____.

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has fully power to do so.

dated..... day of..... 20.....

Corporate seal for bank



Annexure - 2

INTEGRITY PACT

BETWEEN

Assam Petrochemicals Ltd., here in after referred to as "The Principal",

AND

..... here in after referred to as
"The Bidder / Contractor".

Preamble

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

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

Section 1 -Commitments of the Principal

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

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



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

Section 2 - Commitments of the Bidder / Contractor

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

b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict **competitiveness** or to introduce cartelization in the bidding process.

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

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

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



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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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



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

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

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

Section 5 -Previous Transgression

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

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

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

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

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



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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

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

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

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

(4) In case of tenders having an estimated value of more than Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding



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recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



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CIN- U24116AS1971SGC001339, GSTN: 18AABCA6913A1Z6

Head Office

Namrup, P.O. Parbatpur
District: Dibrugarh, Assam-786623, India

(0374) 2500331/2500217

Email: admin_apl@assampetrochemicals.co.in
Web: www.assampetrochemicals.co.in

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/CONTRACTOR

WITNESS 1

WITNESS 2

Place : _____

Date: _____



Annexure - 3

BIDDER'S GENERAL INFORMATION

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
 TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

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



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10	Website	
11	Fax Number:	(Country Code) (AreaCode) (TelephoneNo.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker’sName	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GSTNo.	[Enclose copy of GST Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes/No (If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21	Whether Micro / Small Enterprise	(Bidder to submit documents as specified in ITB)
22	Type of Micro / Small Enterprise	General / SC / ST (Bidder will submit document ary evidence for the same).
23	Type of Entity	Corporate / Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized

Signatory of Bidder]

Name:

Date:

Designation:

Seal:



Annexure - 4

BID FORM

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

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

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

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

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

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

Place: _____ [Signature of Authorized Signatory of Bidder]

Date: _____ Name: _____

Designation: _____

Seal: _____

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness: _____

Address: _____



Annexure - 5

LIST OF ENCLOSURES

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed ‘Annexure – 12’. In case, financial results (Balance sheet and profit & Loss account statement) of FY:2022-23 Is not audited on the due date of ‘submission of bid / bid closing date’, Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY:2022-23 is not audited on the due date of ‘submission of bid / bid closing date’ duly signed and stamped by a **Chartered Accountant** with Membership Number
3. Document showing Financial Situation Information as sought in enclosed ‘Annexure – 12’.
4. Copy of Bidding Documents along with addendum / corrigendum duly signed and sealed on each page, in token of confirmation that Bid Document are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder’s claim of meeting Technical Criteria.
6. EMD / Bid Bond*
7. Power of Attorney*
8. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



Annexure - 6

LETTER OF AUTHORITY

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

Ref:

Date:

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

(1) Name & Designation _____ Signature _____

Phone / Cell:

Fax:

E-mail: @.....

(2) Name & Designation _____ Signature _____

Phone / Cell:

Fax:

E-mail: @.....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to APL.



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Annexure - 7

“NO DEVIATION” CONFIRMATION

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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Annexure - 8

DECLARATION REGARDING HOLIDAY / BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



Annexure - 9

AGREED TERMS & CONDITIONS

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
 TPy Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

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

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



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5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letter head.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent / Letter of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 06 months from Final / Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD / Bid Security details: a) EMD/Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	



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15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned else where in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no.171of GST Act.	
21	a) Whether bidder falls under MSE Act.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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Annexure - 10

BIDDER'S EXPERIENCE

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000
TPY Di Methyl Ether (DME) Project at Namrup, Assam**

Tender No – APL/C&P/DME /2026-27/630

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Annexure - 11

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER’S WORKING

CAPITAL IS IN ADEQUATE

(To be provided on Bank’s letter head)

Date:

To,
M/s ASSAM PETROCHEMICALS LIMITED

Dear Sir,

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

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

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

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

Yours truly

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

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

Annexure - 12



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED
 PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE
 BIDDER**

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

A. AUDITED ANNUAL TURN OVER* OF LAST 3 YEARS:

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

B. NET WORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year____
	Amount (Currency)
1.Net Worth	

**C. WORKINGCAPITAL*AS PERLAST AUDITED
 FINANCIALSTATEMENT:**

Description	Year____
	Amount (Currency)
1.Current Assets	
2.Current Liabilities	
3.Working Capital (Current Assets – Current liabilities)	

****Refer Instructions***

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

NameofAuditFirm:
 CharteredAccountant/CPA
 Date:
 Seal:MembershipNo.:

[SignatureofAuthorizedSignatory]
 Name:
 Designation:



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Instructions:

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



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ANNEXURE – 13

Sl. No.	Organizational Contact Details	
1	Name of Organization	
2	Main Areas of Business	
3	Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956 (Amended in 2013)/ the partnership Act, 1932 / LLP Act 2008	
4	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof	
5	Address of registered office with telephone number, fax& E-Mail ID	
6	Address of offices in India	
7	Contact Person with telephone no. & e-mail id	

Enclosed:-

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of 3 above.
3. Undertaking in respect of 4 above.

Sincerely Yours,

Signature of the applicant
[Full name of applicant]

Stamp.....

Date:.....



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ANNEXURE - 14

Experience in Related Field					
Overview of the past experience of the Organization in all aspects related to Brand Building related					
Sl. No.	Items	Number of Assignments during last 3 years	Order Value of each assignment in Lakhs of Rs. (Enclose Copy of each Order)	Mention the name of Client / Organization (Enclosed Completion Certificates)	Remarks (if any)
1	Experience of assignments of similar nature				
1.1	Experience in carrying out similar assignments in Government				
1.2	Experience in carrying out similar assignments in Public Sector				
Decision of Evaluating Committee in ascertaining “similar nature” and “similar assignment” will be final. Signature of the applicant Full name of applicant Stamp & Date					



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ANNEXURE - 15

List of Experts / Consultants on Payroll (at least 20)				
Sl. No.	Name	Designation	Qualification	Relevant Experience
1				
2				
3				
4				
5				
6				

Signature of the applicant

Full name of applicant

Stamp & Date



ANNEXURE - 16

Financial Strength of the Organization					
Sl. No.	Financial Year	Weather Profitable Yes / No	Annual Financial Net worth (in Crores of Rs.)		Annual Turnover from only Consultancy Services rendered in India (in Crores of Rs.)
1	2022-23				
2	2023-24				
3	2024-25				
Note: Please enclose auditor’s certificate in support of your claim.					

Signature of the applicant

Full name of applicant

Stamp & Date



ANNEXURE - 17

Additional Information

1. List all enclosures related to the previous sections.

Sl. No.	Description	No. of Pages

2. Additional Information to support the eligibility as per Section 7 (Not more than 2 pages).

Signature of the applicant

Full name of applicant

Stamp & Date



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(0374) 2500331/2500217

Email: admin_apl@assampetrochemicals.co.in
Web: www.assampetrochemicals.co.in

ANNEXURE - 18

Declaration

We hereby confirm that we are interested in competing for the Consultancy Services to PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR 40000 TPY Di Methyl Ether (DME) Project at Namrup, Assam.

All the information provided herewith is genuine and accurate.

Authorized Person's

Signature Name and

Designation:

Date of Signature:

Note: The declaration is to be furnished on the letter head of the organization.



অসম পেট্র’-কেমিকেলচ্ লিমিটেড

ASSAM PETRO-CHEMICALS LIMITED

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

Head Office



Namrup, P.O. Parbatpur
District: Dibrugarh, Assam-786623, India



(0374) 2500331/2500217



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ANNEXURE - 19

(On letterhead duly stamped and signed / official email id of the client)

Date: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following (Name of the Company) has been engaged by us for management consulting services for (Caption of the assignment undertaken) for a period of

_____ months/ years from (Start date) to (End Date).

Name:

Designation:



অসম পেট্র’-কেমিকেলচ লিমিটেড

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ANNEXURE - 20

Declaration: No default on any project in jurisdiction of India

(On letterhead of the consultant duly stamped and signed)

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which we have entered with any other organization within the jurisdiction of India.

Name:

Designation:

Date:



অসম পেট্র’-কেমিকেলচ্ লিমিটেড

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ANNEXURE - 21

Format for CV

Proposed Position for the Project	
Name of Resource:	
Date of Birth:	dd/mm/yyyy
Country of Citizenship/Residence	
Countries where the resource has worked	
Areas of expertise relevant to the TENDER proposal	
Overall experience (in Total years)	
Experience in e-Governance (in Total years)	
Experience in HR (in Total years)	
Experience in Capacity Building / Change Management (in Total years)	
Experience in Project Management (in Total years)	

Education:

Degree Obtained	University / Institution	Year



Employment record relevant to the assignment:

Period	Employing Organization & Resource Title / position. Contact information for references	Country	Client Type (Government / PSU / Corporate)	Summary of activities performed relevant to the Assignment

Language Skills:

Languages:	Language	Speaking	Reading	Writing

Detailed Tasks Assigned on Consultant's Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	Note: Those CVs that do not provide the following critical information may be considered non relevant. d. Experience in handling similar projects/assignment. e. Working with State/Central government/PSUs on relevant projects. f. Implementing relevant projects. Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed: Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed:



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Resource contact information: (e-mail, phone)

Certification:

I the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by APL.

Name of Resource:

Signature:

DD/MM/YYYY

Date:

Signature:

Representative of the Bidder

DD/MM/YYYY

Date: