ASSAM PETRO-CHEMICALS LIMITED

NAMRUP

NOTICE INVITING TENDER

FOR

Repairing of Road inside 500 TPD under Phase I

TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: contract@assampetrochemcials.co.in

Website: www.assampetrochemicals.co.in

REGD. OFFICE:

4th Floor, ORION Place, Bhangagarh

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/246

E-mail: contract@assampetrochemicals.co.in

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NOTICE INVITING TENDER

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

NAME OF WORK	EARNEST MONEY	TENDER PROCESSING FEES
REPAIRING OF APL TOWNSHIP ROAD PHASE-III AT APL NAMRUP	**INR 29638**	**INR 297**

BID DOCUMENT ISSUE PERIOD	**From 17:00 Hrs on dt. 15.10.2026 up to 15:00 Hrs on dt. 29.10.2026**
LAST DATE OF BID SUBMISSION	**Up to 15:00 Hrs on dt. 29.10.2026**
BID OPENING DATE	**At 15:00 Hrs on dt. 30.10.2026**
BID SUBMISSION	**In e-tendering portal https://assamtenders.gov.in/nicgep/app**
AVAILABILITY OF TENDER DOCUMENTS	**1. https://assamtenders.gov.in/nicgep/app** **2. www.assampetrochemicals.co.in**

Sd/-

Managing Director

1.0 The brief details of Tender are as under

Sl. No	**Description**	**Remarks**
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	**From 17:00 Hrs on dt. 15.10.2026 up to 15:00 Hrs on dt. 29.10.2026**
c)	Last Date and time for submission of Bids (DUE DATE)	**Up to 15:00 Hrs on dt. 29.10.2026**
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	**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)
e)	Opening of Bid.	**At 15:00 Hrs on dt. 30.10.2026**
f)	Contact Person with details for any clarifications	**Nava Bikash Borah** **General Manager – TS & C&P (i/C)** Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in contract@assampetrochemicals.co.in And **K.B. Chetry** **DGM(Civil) & Admin I/c** Mob. No. +91-7002042644 Email chetry.kharka@assampetrochemicals.co.in
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	**INR. 29638**
i)	Tender Processing Fees	**INR 297**
j)	Bid Submission	**Online in e-tendering portal** https://assamtenders.gov.in/nicgep/app

k)	Availability of Tender Documents	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

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.

1.0 BACKGROUND:

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

Assam Petro-Chemicals Ltd. is now implementing a mega project of 500 TPD Methanol and 200 TPD Formaldehyde plant as an expansion project of the company at a total cost of Rs. 1709 crores. The Hon'ble Prime Minister of India, Shri Narendra Modi virtually dedicated the 500 TPD Methanol Plant of the Company in service to the Nation on 14.04.2023. In addition to this, the project work of 200 TPD Formalin Plant in Boitamari of Bongaigaon district has started its production. Government of Assam, Oil India Limited and Assam Gas Company Limited are investing in equity capital for implementation of 500 TPD Methanol and 200 TPD Formalin project. Government of Assam along with Assam Gas Co. Ltd and AIDC Ltd. holds 51% of shares and Oil India Ltd. holds 49% of the equity capital of the company.

1.1. The site for the New Plant:

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

1.2. Approach to site:

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

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

2.0 DETAILED SCOPE OF WORK:

1. The Contractor's scope of work shall cover furnishing all materials, handling of material, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works, including all surveying and setting out necessary for the works including transfer of levels from existing available bench mark and clean-up of working areas after completion of the works.
2. The works are to be carried out at the location as directed by the Engineer-In-Charge at APL namrup. The bidder may visit the site to get acquainted with the existing site condition and to assess the amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.
3. Taking out of Existing CC interlocking Paver Blocks.
4. E/W in excavation
5. Disposal of surplus materials and site cleaning upon completion of the work
6. Scarifying the existing road surface where required.
7. Construction and preparation of the subgrade to the specified line, level, and camber.
8. Providing and laying sand-gravel layers as required.

9. Construction of Water Bound Macadam (WBM) base course..

3.1. INSTRUCTION TO BIDDERS

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

3.3 Earnest Money Deposit (EMD):

Rs. 29638.00 (Rupees Twenty Nine Thousand Six Hundred Thirty Eight) only in Online Mode by Net banking/RTGS/NEFT or in Demand Draft or Bank Guarantee in favour of ASSAM PETRO-CHEMICALS LTD payable at NAMRUP as earnest money along with their offer. **Bank Guarantee Format** is provided in **Annexure-III**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT.

Bank Details: Beneficiary Name- M/s Assam Petrochemicals Ltd

Account Number-777705781005

IFSC Code- ICIC0002455

Bank – Christian Basty, Guwahati

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:

Exceptions: The following categories of tenderers are exempted from EMD having the.

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) 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 Work Order 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.

3.6 BID Processing Fees– INR 297

3.7 Performance Bank Guarantee(PBG):

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.

The successful BIDDER shall furnish, within 10 days from date of issue of the Work Order, Security Deposit equal to 10% of the total accepted tender value for proper fulfilment of the CONTRACT in form of **Bank guarantee as per Format** covered in **ANNEXURE-II** of this document

a) On submission of Contract Performance Bank Guarantee (CPBG) by the successful bidder, EMD amount will be refunded after receipt of confirmation of CPBG from the issuing bank. The CPBG will be returned to the successful bidder after completion of work certificate by Officer-in-Charge, if there are no dues to be recovered by APL.

b) The security deposit amount if deducted along with EMD amount shall be refunded after completion of contract period certificate by Officer-in-Charge after deductions if any due to APL. The security deposit shall not bear any interest.

c) The LOA shall be issued to successful bidder for acceptance of the terms and conditions. The Work Order will only be issued after the submission of the Contract Performance Bank guarantee and the formal acceptance of this LOI by the successful bidder. The CPBG and acceptance of LOI shall be addressed to the following:

General Manager-TS & C&P (i/C)
Assam Petro-Chemicals Limited
P.O. Parbatpur, Namrup
Pin – 786623, Assam

d) **Additional Performance Security:**

SL NO	**Bid Quoting financials below estimated value put to tender**	**Additional Performance security(PS) to be deposited by successful bidder, over and above normal PS**
I	Between 10.01% to 15%	200% of the difference between threshold value and Bid amount
II	Between 15.01% to 20%	250% of the difference between threshold value and Bid amount
III	20.01% and above	300% of the difference between threshold value and Bid amount

3.8 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.

3.9 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. 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.
4. The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
5. 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.

6. **3.10 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).

3.11 BID EVALUATION CRITERIA

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

3.12 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) Non-Submission of EMD, if applicable
(c) 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
(d) Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.
(e) Submission of prices with erasures or corrections or using white fluids.
(f) Submission of Prices / rates in SOQ / SOR in un-priced bid.
(g) Rejection note as mentioned under various clauses of this ENQUIRY document

3.13 IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

1. EMD of required amount or MSME Certificate.
2. Work orders & completion certificates to comply the Bidder's qualification criteria.
3. The Income Tax Return for the last 3 (three) financial years.
4. Average Annual Turnover report duly certified by CA for the last 3 (three) financial years. Details of Audited Balance sheet and Turnover certificates by CA for the last 3 financial years.
5. Copy of PAN card and GST registration.

3.14 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/CIVIL-MAINT/2026-27/678**
4. Written queries only shall be replied.

3.15 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.
3. The modifications/amendment will be notified through Addendum / Corrigendum in e-tendering portal https://assamtenders.gov.in/nicgep/app/ & APL's website www.assampetrochemicals.co.in. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
2. 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.

3.16 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.

3.17 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 – VII.**

3.18 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 & exclusive of GST) in price bid. GST% shall be quoted separately in Un-priced bid.
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

3.19 SIGNATURE

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

3.20 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.

3.21. INCOME TAX AND GST

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

2. **The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax"** (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)

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

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

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

6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.

7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.

8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.

9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

3.22 <u>SUBMISSION OF BIDS</u>

1. Bidder(s) will be required to submit the bids online in e-tendering portal **https://assamtenders.gov.in/nicgep/app.** The original copies of the Un-price bids is required to be submitted within 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 : "**<u>Fee/PreQual/Technical"</u>**
   1. File 1 - EMD + Integrity Pact (**Annexure – IV**)
   2. File 2 – "<u>TECHNO-COMMERCIAL/UN-PRICED BID</u>"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 - V'**.
      c. 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.
      d. 'No Deviation Confirmation as per' **Annexure - VII'**
      e. 'Agreed Terms and Conditions as per' **Annexure -VI '**
      f. 'Letter of Authority 'on the Letter Head as per '**Annexure - X'**
      g. Dully attested document signed in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
      h. 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.
      i. Any other information / details required as per Bidding Document
      j. All forms and Formats including Annexures.

k. Tender Document duly signed / digitally signed by the Authorized Signatory.
l. 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- **VI** "Agreed Terms & Conditions".
4. Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids.

3.39 <u>OTHER DOCUMENTS & REQUIREMENTS</u>

The Bid, as submitted will consist of the following:

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

1. **<u>INSOLVENCY OR IN ABILITY TO PERFORM THE CONTRACT SATISFACTORILY:</u>**
If the contractor's performance of any portion of it or his subsequent rate of progress is unsatisfactory, the Company shall have the power to declare the contract to an end. In case, the contractor shall be liable for any expenses or damage, which the Company may incur in connection with contractor's default will be recovered from the Contractor and security deposit shall stand forfeited.

2. <u>FORCE MAJEURE:</u>

i. Neither the contractor nor the company shall be considered in default of it obligation hereunder, if such performance is prevented or delayed of war, hostilities, revolution, flood, earthquake. Civil commotion or because of any law and order proclamation or ordinance of the Govt. Or of any other cause beyond the reasonable control of the party effected.

ii. Should one or both parties be prevented for fulfilling contractual obligation by a state or force lasting continuously for a period of six months the two parties shall consult together regarding the future execution of the agreement

3. ASSIGNMENT OF SUB-LETTING OF CONTRACT:

The contractor shall not assign or sub-let the contract or any part thereof or allow any person interested therein, in any manner, whatsoever. Any breach of this condition shall entitle to take such steps as may be necessary and also terminate the contract. However the contractor can assign / depute his authorized representative to look after the job including billing, receipt and payment to his worker already engaged for the job.

4. **APPLICABILITY OF LAW AND JURISDICTION**: The contract shall be governed and interpreted in accordance with applicable laws of India as well as the state of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this contract will be instituted in and tried by the courts of Dibrugarh only in the state of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.

5. **LIQUIDATED DAMAGES (LD)**

In case the job is delayed beyond the stipulated completion period (mentioned in Work order) due to negligence, poor workmanship, deployment of unskilled manpower or any other reason whatsoever on contractor's part, a penalty at the rate of 1% of work order value per week, limited to maximum of 10%, shall be recovered from the contractors bill.

6. **AGREEMENT**

On acceptance of the tender, the contractor has to execute an agreement on Non Judicial stamp paper of Rs. 100.00 (Hundred) only at his own cost within 10 (Ten) days from the date of receipt of the order.

7. TERMINATION OF CONTRACT:

If Contractor shall neglect to execute work with due diligence or expedition, or shall refuse or neglect to comply any reasonable order given to it in writing / or oral by Management of APL in connection of work, or shall contravene any of the provisions of the contract, Company / Management may give notice in writing to contractor calling upon it to make good the failure, neglect or contravention complained of, within a period of 30 (Thirty) days. If contractor defaults to comply with any such notice, the Management may without prejudice terminate the contract.

12. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the sole right to terminate the contract at any point of time and deploy other party / parties to complete the job. In such case payment would be given to the newly deployed party / parties. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids and bids submitted after due date will be rejected.

13. APL shall not provide any site facility like transportation, accommodation for workers, tools and tackles, electricity, water etc if required for execution of the work the same will have to be arranged by the bidder.

14. APL reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids submitted after due date will be rejected.

16. LIMITATION OF LIABILITY: Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service provider for following:

(a)In the event of breach of any Applicable Law;

(b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or

(c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services. However, neither party shall be liable to the other Party for any neither indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

17. REQUIREMENTS OF E-TENDERING

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website **https:// https://assamtenders.gov.in/nicgep/app** and has ensured its availability for downloading the full set comprising of the above**.** The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. **https://assamtenders.gov.in/nicgep/app,** as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions

except deviations, if any**.** Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).

2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender**.**
3. The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website **https://assamtenders.gov.in/nicgep/app** and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under **"Bidders manual Kit**" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.

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

1. BIDDERS ELIGIBILTY CRITERIA

A. TECHNICAL CRITERIA

1) (a) Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last 5 (Five) years. Whereas similar nature job implies "civil work related building work, bridge work and any other work having matching the BOQ items."

2) Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one which application are invited should be either of the following:-

One similar job having executed value of not less than Rs.1185517/-

Or

Two similar jobs, each having executed value not less than Rs. 7,40,948/-

Or

Three similar jobs, each having executed value not less than Rs. 5,92,758/-

3). Bidder shall not be an employee in Government/Quasi Government/Public Sector Undertaking and/or dependant of an employee of Assam Petro-chemicals Limited in service.

4). The Contractors/ Agencies should be in possession of necessary manpower, tools, plants, equipment's & machineries required for carrying out the Job. APL would not provide any materials for the execution of the Job.

FINANCIAL CRITERIA

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31st March viz. 2025-2026, 2024-2025 and 2023-2024 should not be less than Rs. 4,44,569/-

2. The Income Tax Return of the last 3 (three) financial years must be submitted along with the Bid documents.

3. The bidder shall have earned a net positive profit for the last three consecutive years.

4. The bidder must be registered with income tax department. Self-attested copy of original PAN card stating the number issued by Income tax Department of India is required to be submitted.

5. The bidder must be registered for Goods and Service Tax (GST). Self-attested copy of the GST registration certificate with code number issued by Government of India is required to be submitted.

2. BID EVALUATION METHODOLOGY

a) APL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive

b) For the purpose of evaluation of bid, and arriving at the L1 bidder, the total value of SOR (Schedule of Rates) shall be considered .L1 bidder will be the one who has quoted the lowest amount.

c) In case of a tie at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest average turnover in last 3 audited financial years.

SPECIAL CONDITION OF CONTRACT

1. GENERAL

1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.3 Wherever it is mentioned in the specifications that the BIDDER shall perform certain WORK or provide certain facilities, it is understood that the BIDDER shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.5 The proposed work (as detailed in scope of work) is to be executed at APL Namrup Distt.-Dibrugarh, Assam-786623, situated about 70 KM from Dibrugarh.

1.6 It is understood that before quoting the rates, the bidder has visited the work site and has acquainted himself fully and with the nature and quantum of the job to be carried out by him. Ignorance of this will not be considered after award of work. The bidder will be responsible to complete the entire job in all respects and any of the work necessary to complete the job though specifically not covered in the scope of work.

1.7 The contract shall be executed by the party to whom the contract has been awarded and no sub-contractor is allowed to execute the activities.

1.8 The bidder shall be responsible to complete the entire work in all respects including the work though specifically not covered/mentioned in the scope of work, but is necessary to complete the job, as above.

1.9 If job from the selected L1 bidder is found to be unsatisfied, APL has the right to discontinue the service/ contract with the party.

1.10 Failure to furnish all the information required by the bidding documents or the submission of a bid not substantially responsive to the bidding document in every respect may result in the rejection of the bid.

1.11 No advance shall be paid for this work.

2. **SCOPE OF WORK OF THE BIDDER**

a. In general the scope of work consists of activities, as per the requirements detailed in tender document and to be completed as per instruction of Engineer-in-Charge. Any other work not specifically mentioned above or in the scope of work but required to complete the work as per instruction of Engineer-in-Charge, shall also be responsibility of the bidder.

b. Rates quoted should be inclusive of transportation, mobilization, demobilization, site clearance Operation Cum Maintenance / Servicing charges etc

c. To and fro transportation cost shall be in contractor scope.

d. Accommodation and local conveyance facilities for the audit team will be arranged by the bidder itself and the same should be included in the offer. Accommodation and

canteen facility in APL, if provided (as per availability), the same will be on chargeable basis.

3. **SCOPE OF APL UTILITY SUPPLY**

a) During plant hours, bidder may use APL canteen facility for meal in principle with paid basis.

4**. TIME OF COMPLETION/CONTRACT PERIOD**

1. The Completion period shall be **60 (Sixty) days**, from the date of issuance of work order/contract and handing over of the site to the contractor.

5**. GUARANTEE PERIOD:** The work carried out by the bidder shall be guaranteed for a Period of 12(twelve) months from the date of completion.

6**. PAYMENT TERMS AND CONDITIONS**

i. No advance will be paid

ii. Only one running bill would be paid for this work.

iii.90% of completed job (against R/A / final bill) will be paid.

iv. 10% will be retained as Security deposit till guarantee period.

v. Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 30 days from the date of receipt of the certified bill along with complete documents by the disbursement section of the owner.

vi. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical ,royalty statement along-with necessary documents wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner. The Contractor has to deposit the Royalty amount as per the statutory norms.

vii. Running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.

viii. The final bill along with necessary documents shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects with compliance of all statutory norms such as Royalty, PF & ESIC etc. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge / Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.

ix. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

x. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the owner.

xi. Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

7. ADHERENCE TO SAFETY REGULATIONS:

All the Safety rules and regulations and all safety precautions to be followed at all the times during the execution of the job.

1. The bidder shall be solely responsible for compliance of safety rules and regulation as per Factory Act as applicable.

2. Safety Appliances/ PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.

3. If any statutory clearance for manpower deployment/Erection/Installation/Annual Maintenance, it is under the scope of the Contractor. However, APL will assist if any assistance required.

4. Any injuries or accidents to your team members shall be taken care by you at your own risk and cost and shall comply with all safety rules and regulations.

5. The CONTRACTOR shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the **Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof** in connection with employees engaged by him or his sub-contractors in the work including proper insurance coverage.

6. All safety norms to be maintained during execution of the work. All safety equipment required including PPE is in the scope of the contactor. APL is not liable for any compensation in this regard.

7. All supplied items/tools & tackles/manpower/Attendance Register with challan must be properly recorded at specified designated location. Any mismatch would lead to deduction in the bill amount.

8. Relevant IS codes as applicable in the entire works and commodities supplied shall be strictly applicable. Non-compliance would lead to rejection of the executed job or the commodity supplied.

9. The bidder may at its own discretion can examine the site of works and its surrounding 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.

10. The bidder may at its own discretion can examine the site of works and its surrounding 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 environment conditions will not be eligible in any circumstances.

8. SPECIFIC INSTRUCTION TO CARRY OUT JOBS

8.1 In case the bidder leaves any job incomplete or fails to complete it in stipulated time or not up to the satisfaction of Engineer-in-Charge then that job will be done through any other agency at the cost of the bidder.

8.2 Bidder shall provide proper identification card for his employees to be deputed by him for the work, duly signed by the bidder or any authorized person on behalf of the bidder. Also the bidder should obtain entry passes from office reception through Engineer-in-Charge for his employees.

8.3 The personnel to be deputed by the bidder should also meet the following requirement:

- should be medically fit to work at site.
- should possess good conduct and discipline

8.4 The bidder shall be solely responsible and indemnify APL against all charges dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

8.5 While confirming to any of these conditions, the bidder should ensure that no law of state regarding labor, their welfare, conduct etc. is violated. The bidder shall indemnify APL for any action brought against him for violation, non-compliance of any act, rules &regulation of center / state / local authorities.

8.11 All the jobs have to be carried out without compromising or disturbing the plant Operation, process and safety.

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SCHEDULE OF RATES

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes
1	**Excavation**				
1.01	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per Technical Specification Clause 302.3	818.000	cum	**Quoted**	**Quoted**
1.02	Sand filling	249.600	cum	**Quoted**	**Quoted**
1.03	Construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per Technical Specification Clause 401	148.900	cum	**Quoted**	**Quoted**
1.04	Water Bound Macadam with Crushable Screenings WBM Grading 1 Using stone screening Type-A 13.2 mm for Gr.I Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 kN static roller in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density Grading 1 as per Technical Specification Clause 404.	297.800	cum	**Quoted**	**Quoted**

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1.05	Removal of unsuitable soil with disposal upto 1000 m Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead but excluding compaction ground supporting embankment subgrade replacement by suitable soil, which shall be paid separately as per Clause 303.5.2 as per Technical Specification Clause 302.3.11	50.000	cum	**Quoted**	**Quoted**
1.06	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge	100.000	sqm	**Quoted**	**Quoted**
2.02	Laying old cement cocrete interlocking paver blocks of any design/ shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineerin- charge. (Old CC paver blocks shall be supplied by the department free of cost).	100.000	sqm	**Quoted**	**Quoted**
Total in Figures					**Quoted**
Quoted Rate in Words					
			Quoted		

NOTES:

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

a. IGST _____%

b. CGST _____%

c. SGST _____%

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

Note: 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

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mention "cover under composition system" in above column for GST (CGST & SGST/UTGST or IGST) under such circumstances, bidders price will not be loaded with GST

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

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

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

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ANNEXURE-I

PROFORMA FOR CONTRACT AGREEMENT

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

This AGREEMENT is made on the **____day of _____ Month of _____ Year**

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

(i) Work Order No: _____
(ii) Terms & Conditions of enquiry document.
(iii) Name of the work _____
(iv) Work order amount _____
(v) Scope of work for BIDDER as per CONTRACT.

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

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

Notice to One Part/ Owner:

M/s Assam Petro-chemicals Ltd, Orion Place ,Mahapurush Srimanta , sankardev Path, Guwahati, Pin 781006 Assam

Notice to Other Part/ Bidder:

_____

_____

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

Signed for and on behalf of	Signed for and on behalf of
Assam Petrochemicals Ltd.	**Bidder**
SIGNATURE	SIGNATURE
NAME	NAME
DESIGNATION:	DESIGNATION:
PLACE:	PLACE:
DATE:	DATE:
WITNESS:	WITNESS:

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ANNEXURE-II

BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITYOF THE OBLIGATIONS OF VENDOR / CONTRACTOR

(On non-judicial stamp paper of appropriate value)

To,

ASSAM PETROCHEMICAL LTD.

Orion Place, G.S Road, Bhangagorah,

Guwahati 781005, India

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

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

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to this Guarantee upto and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor" arising upto and until midnight of _____

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

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

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

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

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Web: www.assampetrochemicals.co.in

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

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

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

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

(by its constituted attorney)

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

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Annexure III

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 fulfilment by the said Tenderer(s) of the terms and conditions contained in the said tender…….. for ……on 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.

.

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

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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

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ANNEXURE-IV

INTEGRITY PACT

BETWEEN

Assam Petro-Chemicals Ltd., hereinafter referred to as "The Principal",
AND
…… hereinafter referred to as "The Bidder / Bidder".

Preamble

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

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

Section 1 -Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.

c) The Principal will exclude from the process all known prejudiced persons.

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

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Section 2 - Commitments of the Bidder / Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

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

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

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

_____ FOR THE PRINCIPAL

_____ FOR THE BIDDER/BIDDER

WITNESS 1 WITNESS 2

Place : _____

Date : _____

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PROPOSAL EXHIBITS

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1. BIDDER'S GENERAL INFORMATION

2. AGREED TERMS AND CONDITIONS

3. NO DEVIATION CONFIRMATION

4. UNDERTAKING

5. CHECKLIST

6. LETTER OF AUTHORITY

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

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Annexure V

BIDDER'S GENERAL INFORMATION

To

M/s ASSAM PETROCHEMICALS LIMITED

Tender Title- "Repairing of Road inside 500 TPD under Phase I".

TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

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	
10	Website	

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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.	[EnclosecopyofGSTRegistrationCertificate]
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 documentary 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]

Date Name:

Designation:

Seal:

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Annexure VI

AGREED TERMS & CONDITIONS

To

M/s ASSAM PETROCHEMICALS LIMITED

Tender Title- "Repairing of Road inside 500 TPD under Phase I".

TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

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 (ifany)	……% 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 Nationalized 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 VII

"NO DEVIATION" CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title- "Repairing of Road inside 500 TPD under Phase I".
TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

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:

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Annexure VIII

UNDERTAKING (IN LETTER HEAD)

Tender Title- "Repairing of Road inside 500 TPD under Phase I".

TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

We solemnly declare that we have never initiated or filed any case/ litigation for any reason against M/s Assam Petro-Chemicals Limited/ Management/ Officials and if so we would be barred from participating in the tender process of the company.

1. We understand that we are fully responsible for the contents of this undertaking and its truthfulness.

2. The above statements have been made by us voluntarily which are true to the best of knowledge and belief. We hereby put our signature with full sound mind and without any force or coercion upon us on the date month and year mentioned herein before.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal

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Annexure IX

CHECKLIST of Documents required to be submitted with Technical (Un-priced) Bid

Please tick (√) in the CHECK BOX

SL. NO.	DESCRIPTION	CHECK BOX
1.	Signed Tender Documents	
2.	EMD of required amount / MSME certificate	
3.	Work orders & completion certificates to comply the Bidder's qualification criteria.	
4.	Copy of PAN card, GST registration, EPF registration	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2025-26,2024-25 & 2023-24.	
9.	Copies of Income Tax Return for FY 2025-26, 2024-25 & 2023-24.	

SEAL OF BIDDER

SIGNATURE OF BIDDER

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(0374) 2500331/2500217
Email: admin_ apl@assampetrochemicals.co.in
Web: www.assampetrochemicals.co.in

Annexure - X

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

Tender Title- "Repairing of Road inside 500 TPD under Phase I".

TENDER NO: APL/C&P/CIVIL-MAINT/2026-27/678

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 authorized 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.