ASSAM PETRO-CHEMICALS LIMITED

(A Government of Assam Undertaking)

P.O. PARBATPUR, NAMRUP

DIST. DIBRUGARH

PIN – 786623 (ASSAM)

Tender No :APL/C&P/HR/2026-27/693

Tender Documents

For

HIRING OF MAN MANAGEMENT SERVICESFOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENTOF ASSAM PETRO-CHEMICALS LIMITED

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Tender No-APL/C&P/HR/2026-27/693

SECTION – I

INVITATION FOR BIDS

Tender No-APL/C&P/HR/2026-27/693

Ref.No. APL/C&P/HR/2026-27/693 Dated :28/10/2023

NOTICE INVITING TENDER

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

Name of Work	Earnest Money	Tender Processing Fees(Non refundable)
HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED	**Rs 9,85,000.00**	**Rs 9,850.00**

BID DOCUMENT ISSUE PERIOD	**From 15:00 Hrs on dt. 28.10.2026 up to 15:00 Hrs on dt. 18.11.2026**
LAST DATE OF BID SUBMISSION	**Up to 15:00 Hrs on dt. 18.11.2026**
PRE-BID MEETING	**AT 15.00 Hrs on 04.11.2026**
BID OPENING DATE	**At 15:00 Hrs on dt. 19.11.2026**
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)	Period of Contract	Period of Contract for this work will be**(02)Two** years, reckoned from the date as mentioned in the letter of award / Work Order.
b)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website https://assamtenders.gov.in/nicgep/app OR APL's website www.assampetrochemicals.co.in
c)	Bid Download and Submission made available for the Bidder on the above website for the period	From 15:00 Hrs on dt. 28.10.2026 up to 15:00 Hrs on dt. 18.11.2026
d)	Last Date and time for submission of Online Bids (DUE DATE)	**15:00**Hrs on dt**. 18.11.2026**, only atGovernment of Assam Public Procurement Portal **https://assamtenders.gov.in/nicgep/app**
e)	Mode of Tendering	Open Competitive Bidding e-tendering mode (under Single Stage Two Bid system basis) with uploading of documents in Government of Assam Public Procurement Portal **https://assamtenders.gov.in/nicgep/app**.
f)	Communication	**Email at –** **contract@assampetrochemicals.co.in** **pspaul@assampetrochemicals.co.in** **Copy To -** **achyutbaruah@assampetrochemicals.co.in** **borah.nb@assampetrochemicals.co.in**
g)	Online opening of Un-priced Bid.	**15:00**Hrs on dt**. 19.11.2026**
h)	Place of Submission of 1 sets of Original authenticated Un-priced Bid (Hard Copy) and EMD	**C&P Department** **Assam Petrochemicals Limited** **P.O. Parbatpur, Namrup** **Dist. Dibrugarh, Pin – 786623, Assam (India)**
i)	Pre-bid Meeting Date & Place	**04.11.2026, 10:00 am** **Assam Petrochemicals Limited** **P.O. Parbatpur, Namrup** **Dist. Dibrugarh, Pin – 786623, Assam (India)**
j)	Contact Person with details for	**1. P S Paul , Sr.manager(C&P)** Mob : +91 **7002641046**

	any clarifications	2. Achyut Baruah , DGM(HR) Mob : +91 **6000371172**
k)	Bid Validity	6 months from the DATE OF UNPRICED BID OPENING
l)	Tender Fee	**Rs 9,850.00**
m)	Earnest Money Deposit	**Rs Rs 9,85,000.00**

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 7(seven) days from the Bid due date and send to the address given below:

To
The Deputy General Manager (C&P)
Assam Petrochemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam, Pin 786623

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

SECTION – II

SCOPE OF WORK

1. SCOPE OF WORK FOR ROUND THE CLOCK OPERATION OF C&P- STORES UNIT BY STORE KEEPER:

Contractor Store Keeper is required to do the following jobs but not limited to:

Experiences and qualifications: -

a) For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience as normally required under the norms followed and also meets the statutory requirements.

b) To provide assistance for various Operational services offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of Store Keeper Category will be accepted by APL only after quality check after reviewing the experience and qualification.

c) All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

SN	Category	Qualification
1	Store Keeper	B.A./B.Sc/B. Com or Diploma in Chemical/Mechanical/Electrical/ Instrumentation/ Electronics & Telecommunication /Civil engineering with knowledge of Computer applications and TALLY. Minimum 3 (three) years experience in Process Industry/Chemical/ Petrochemical/ Refinery/ Fertilizer Plant/ Oil&Gas(Process) / Refinery.

d) **Age criteria -** All the persons working under this contract shall be less than or equal to 58 years from the award date/RFQ date whichever is earlier.

e) All the persons deployed by contractor should be medically fit to perform the assigned duties for period of two (02) years & APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof.

f) Engineer/ Officer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

2. SCOPE OF WORK FOR HR OFFICE/OPERATION OF HR BY MTS (MULTI-TASKING STAFF) CLERK:

Contractor MTS Clerk is required to do the following jobs but not limited to:

Experiences and qualifications: -

A. For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience as normally required under the norms followed and also meets the statutory requirements.

B. To provide assistance for various Hr Office/Operation services offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of MTS Clerk will be accepted by APL only after quality check after reviewing the experience and qualification.

C. All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

SN	Category	Qualification
1	MTS Clerk	B.A./B.Sc/B. Com or Diploma in Chemical/Mechanical/Electrical/ Instrumentation/ Electronics & Telecommunication /Civil engineering with knowledge of Computer applications and TALLY. Minimum 3 (three) years experience in Process Industry/Chemical/ Petrochemical/ Refinery/ Fertilizer Plant/ Oil&Gas(Process) / Refinery.

D. **Age criteria -** All the persons working under this contract shall be less than or equal to 58 years from the award date/RFQ date whichever is earlier.

E. All the persons deployed by contractor should be medically fit to perform the assigned duties for period of two (02) years & APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof.

F. Engineer/ Officer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

3. SCOPE OF WORK FOR ROUND THE CLOCK OPERATION OF METHANOL UNIT AND METHANOL STORAGE TANKS BY PROCESS OPERATORS:

Contractor Process Operator is required to do the following jobs but not limited to:

1. Assistance for normal operation of start, stops, checks and adjusts all site equipment's in the Methanol unit and Methanol storage tanks as instructed by Shift-In-Charge (SIC)/ DCS Engineer. Updates himself with the latest operating instructions. Operates new systems/ units after commissioning. Carries out daily routine operations such as

flushing/air blowing, Nitrogen purging of operation lines as per P&ID as and when required.

2. Assistance for Normal Start-up and Shut-down and emergency handling of Methanol plant and Methanol storage tanks activities to be done from field as and when required as per instructions from Shift In charge (SIC)/ DCS Engineer and ensuring the proper start up and shut down procedures are followed and recorded.

3. Assistance for Logging of important field readings like measurement of Tube Metal Temperature (TMT) as per process requirement (at 138 locations in each shift) for tubular reformer.

4. Assistance for Calibration of chemical dosing pumps like Morpholine, phosphate, and hydrazine etc. as per process requirement.

5. Assisting for the boiler/ steam drums which involve quite a lot of jobs such as manual isolation / opening of valves, IBD requirements etc.

6. Assistance in fine tuning of reformer burners by adjustments of air registers in all shifts during cracking / decoking.

7. Assisting, Monitoring the performance & logging of field readings of critical equipment's like Natural gas Compressor, Synthesis Compressor etc. as per process requirement.

8. Assisting, Monitoring the performance & logging of field readings of critical pumps like BFW, Quench water & reflux pumps as per process requirement.

9. Assistance for Health monitoring of pumps viz., bearing oil cup level, bearing temperature and filling-up of methanol in seal pots of cold service pumps etc.

10. Assistance/ Supervision, during lab sampling activities as per schedule.

11. Assisting for handing over of critical equipment's like exchangers, pumps, compressor, turbine for maintenance activities.

12. Assisting in handling emergencies in various sections of the unit during normal operations/ start-up/ Shutdown.

13. Assisting for hand- over of the PSVs on the various equipment / pipelines for calibration.

14. Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit

15. Assistance in Supervision of activities during methanol tanker loading/ unloading.

16. Assisting draining of various KODs/ Vessels/ Columns as per operational requirement

17. Shifting of hosepipes, and hose connections of various sizes.

18. Other jobs as per instruction from APL Shift In-charge/ DCS engineers based on process requirement.

19. Assistance for Health monitoring of pumps, turbines, compressors viz., bearing oil cup level.

20. Assisting handing over the critical rotary equipment's for scheduled maintenance.

21. Assistance during start-up, shutdown activities and handling emergencies in various sections of the unit

22. Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit.

23. Other jobs requirement as per instruction from shift In-charge based on process requirement.

24. Monitoring stack emissions of the Methanol unit round the clock basis

25. The operator needs to perform all types of jobs demanded by APL. The major jobs include supervision of house-keeping of entire Methanol unit and Methanol storage tanks, area cleaning and equipment cleaning.

26. All jobs need to be done in compliance with HSE rules & regulations, such as knowing all types of process safety interlocks.

27. Should have regular contact with immediate job associates and personnel from other sections of unit operations. Have frequent contacts with laboratory, maintenance personnel, depending on the unit requirement.

28. All sorts of material consumption need to be recorded in hard copy as well as soft form and need to be stored in MS-Excel sheet as per decided time schedule basis as and when required.

Experiences and qualifications: -

a. For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience as normally required under the norms followed and also meets the statutory requirements.

b. To provide assistance for various Operational services offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of Process Operator Category will be accepted by APL only after quality check after reviewing the experience and qualification.

c. All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

SN	Category	Qualification
1	Process Operator	Diploma in Chemical Engineering/ Mechanical Engineering/ BSC (PCM) with minimum 03 years of experience of working in a Process Industry/Chemical/ Petrochemical/ Refinery/ Fertilizer plant/Oil& Gas(Process) /Refinery.

d. **Age criteria -** All the persons working under this contract shall be less than or equal to 60 years from the award date/RFQ date whichever is earlier.

e. All the persons deployed by contractor should be medically fit to perform the assigned duties for period of two (02) years & APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof.

f. Engineer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

4. SCOPE OF WORK FOR ROUND THE CLOCK OPERATION OF UTILITY UNITS BY PROCESS OPERATORS:

Contractor Process Operators is required to do the following jobs but not limited to:

1. Assistance for normal operation of start, stops, checks and adjusts all site equipment's in the utility units as instructed by Shift-In-Charge (SIC)/ DCS Engineer. Updates himself with the latest operating instructions. Operates new systems/ units after commissioning. Carries out daily routine operations such as flushing/air blowing, Nitrogen purging of operation lines as per P&ID as and when required.

2. Assistance for Normal Start-up and Shut-down and emergency handling of utility unit's activities to be done from field as and when required as per instructions from Shift In charge (SIC)/ DCS Engineer and ensuring the proper start up and shut down procedures are followed and recorded.

3. Assistance for Calibration of chemical dosing pumps like Morpholine, phosphate, and hydrazine etc. as per process requirement.

4. Assisting for the boiler/ steam drums which involve quite a lot of jobs such as manual isolation / opening of valves, IBD requirements etc.

5. Assisting, Monitoring the performance & logging of field readings of critical equipment's like Air Compressor, Pumps etc. as per process requirement.

6. Assisting, Monitoring the performance & logging of field readings of critical pumps like BFW, Quench water pumps as per process requirement.

7. Assistance for Health monitoring of pumps, compressors viz., bearing oil cup level, bearing temperature and filling-up of methanol in seal pots of cold service pumps etc.

8. Assistance/ Supervision, during lab sampling activities as per schedule.

9. Assisting for handing over of critical equipment's like exchangers, pumps, compressor, turbine for maintenance activities.

10. Assisting in handling emergencies in various sections of the unit during normal operations/ start-up/ Shutdown.

11. Assisting for hand- over of the PSVs on various equipment / pipelines for calibration.

12. Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit

13. Assisting draining of various KODs/ Vessels/ Columns as per operational requirement

14. Shifting of hosepipes, and hose connections of various sizes.

15. Other jobs as per instruction from APL Shift In-charge/ DCS engineers based on process requirement.

16. Assistance for Health monitoring of pumps, turbines, compressors viz., bearing oil cup level.

17. Assistance/ Supervision, during lab sampling activities as per schedule.

18. Assisting handing over the critical rotary equipment's for scheduled maintenance.

19. Assistance during start-up, shutdown activities and handling emergencies in various sections of the unit

20. Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit.
21. Other jobs requirement as per instruction from shift In-charge based on process requirement.
22. The operator needs to perform all types of jobs demanded by APL. The major jobs include supervision of house-keeping of entire utility units' area cleaning and equipment cleaning.

23. All jobs need to be done in compliance with HSE rules & regulations, such as knowing all types of process safety interlocks.

24. Should have regular contact with immediate job associates and personnel from other sections of unit operations. Have frequent contacts with laboratory, maintenance personnel, depending on the unit requirement.

25. All sorts of material consumption need to be recorded in hard copy as well as soft form and need to be stored in MS-Excel sheet as per decided time schedule basis as and when required.

Experiences and qualifications: -

a. For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience as normally required under the norms followed and also meets the statutory requirements.
b. To provide assistance for various Operational services offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of Process Operator Category will be accepted by APL only after quality check after reviewing the experience and qualification.

c. All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

SN	Category	Qualification
1	Process Operator	Diploma in Chemical Engineering/ Mechanical Engineering/ BSC (PCM) with minimum 03 years of experience of working in a Process Industry/Chemical/ Petrochemical/ Refinery/ Fertilizer plant/Oil& Gas(Process) /Refinery.

d. **Age criteria -** All the persons working under this contract shall be less than or equal to 60 years from the award date/RFQ date whichever is earlier.

e. All the persons deployed by contractor should be medically fit to perform the assigned duties for period of two (02) years & APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof.

f. Engineer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

5. SCOPE OF WORK FOR ROUND THE CLOCK OPERATION OF QUALITY CONTROL LABORATORY BY CHEMISTS/PROCESS OPERATORS:

Contractor Chemists/ Process Operators are required to do the following jobs but not limited to:

1. Testing of various water samples, including raw water for 100 TPD and 500 TPD Methanol plants.
2. Testing of various gas samples from 100 and 500 TPD Methanol plants.
3. Testing of Crude products of Methanol, Intermediate product and final products of Methanol and Formalin plants.
4. Testing of sale tank products for Methanol and Formalin plants.
5. Testing of methanol Tankers.

Experiences and qualifications: -

a. For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience as normally required under the norms followed and also meets the statutory requirements.

b. To provide assistance for various Operational services offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of Process Operator Category will be accepted by APL only after quality check after reviewing the experience and qualification.

c. All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

SN	Category	Qualification
1	Process Operator	B.Sc (Phy,Chem,Maths). Preference will be given to B.Sc. (Hons.) in Chemistry and/. Minimum 3 (three) years experience in Process Industry/Chemical/ Petrochemical/ Refinery/ Fertilizer Plant/ Oil&Gas(Process) / Refinery.

d. **Age criteria -** All the persons working under this contract shall be less than or equal to 58 years from the award date/RFQ date whichever is earlier.

e. All the persons deployed by contractor should be medically fit to perform the assigned duties for period of two (02) years & APL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof.

f. Engineer/Officer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

6. CONTRACTOR'SRESPONSIBILITY:

Supervisionand control-:

The contractor shall depute well experienced and qualified Shift Assistance at his own risk & cost to assist the work to control and day to day co-ordination to carry out the contract and maintaining the contractual obligations.

7.ACCOMODATION/TRANSPORTATION:

The contractor shall make his own arrangement for the accommodation of his operational assistants at Namrup. Accommodation and Local transportation arrangement for his workers has to be arranged bythe Contractor at his own so that round the clock shift change over can be made on time.

8.IDENTITYCARD/GATEPASSFORWORKMEN

Contractor shall arrange to provide photo identity card /Gate Pass to all deployed along with the proof ofresidence of the personnel by him for entry into the plant premises for safety and identificationpurposeonly.Noextrapaymentshallbemadeonthisaccountasthequotedratesdeemed toincludethesame.

9. TERMINATIONOFCONTRACT:

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contract or during the contract period except statutory variation in service tax during the contract period. The rate contract will be for a period of Two years & APL reserves the right to terminate the Contract either inpart or in full without assigning any reason thereof. Engineer– In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

SECTION – III

INSTRUCTION TO BIDDERS

1 INTRODUCTION

1.1 Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formaldehyde Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major Petrochemicals Complex in the region.

1.2 **Approach to site:**

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

2 IMPORTANT POINTS TO BE NOTED

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

Earnest Money Deposit (EMD):**Rs 9,85,000.00(Rupees Nine Lakh Eighty Five Thousand)only** in Online Mode only by Netbanking/RTGS/NEFT or Bank Guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-I**. Afteracceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

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

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

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

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

2.1.3 Refund of EMD:After acceptance of order by Vendor / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the Vendor / Contractor (successful bidder) after its submission of the security deposit of required amount and in stipulated time.

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

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

2.4 BID Processing Fees- **Rs 9,850.00 (Nine Thousand Eight Hundred Fifty)Only**

2.5 **Performance Bank Guarantee-**

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

Or

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA / notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value (without GST therein) towards

3 BIDDING DOCUMENTS

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

4 DUE DATE FOR SUBMISSION OF BIDS

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

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

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

5 MODIFICATION & WITHDRAWAL OF BIDS

5.1 The bidder may resubmit his bid more than once but the e-tendering system will consider the latest submitted bid.

5.2 The e-tendering system will give acknowledgement on valid submission of Bid.

6 LATE BIDS

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

7 BID VALIDITY

7.1 Bids shall remain valid for 6(six) months from the date of Un-priced Bid Opening.

7.2 Notwithstanding the above, APL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).

8 BID EVALUATION CRITERIA

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

9 BID REJECTION CRITERIA

9.1 Prior to detailed bid evaluation, APL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with 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.

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

(a) Non-responsive bid as mentioned in clause no. 9.1 above.
(b) Non Meeting Pre-Qualification criteria
(c) Defect liability period.
(d) Bids with Price variation clause (PVC)
(e) Non-Submission of EMD, if applicable
(f) Non-Submission of Integrity Pact, if applicable along with the un-priced offer / on or before the bid due date & time as instructed in this Enquiry
(g) Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.
(h) Submission of prices with erasures or corrections or using white fluids.
(i) Submission of Prices / rates in SOQ / SOR in un-priced bid.
(j) Rejection note as mentioned under various clauses of this ENQUIRY document

10 CLARIFICATIONS ON BID

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

10.2 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.

10.3 All such correspondence shall be routed to the address mentioned in Sl. No. 2.0 (j) of IFB highlighting in Subject "Clarifications for Tender No. **APL/C&P/HR/2026-27/693**"

10.4 Written queries only shall be replied.

11 OPENING OF TECHNICAL & UN-PRICED COMMERCIAL BIDS

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

12 OPENING OF PRICE BIDS

12.1 Techno-Commercially acceptable bidders will be shortlisted by APL for opening of price part of their bids. Date and time for opening of price bids will be informed to the shortlisted bidders subsequently in e-tendering portal https://assamtenders.gov.in/nicgep/app. Price bid shall be opened online at the Office mentioned in Clause No. 1.0 (h) of IFB online. Only the final bid cost will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped "Proforma of letter of authority for attending Priced Bid Opening" and submit it to APL before opening of the priced bid. Bidders who are present during priced bid opening shall sign priced bid opening statement evidencing their attendance. If the bidder is placed on holiday / blacklisted after opening of un-priced bid but before opening of priced bid, their price bid will not be opened.

13 COMPLETE SCOPE OF WORK

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

14 AMENDMENT OF BIDDING DOCUMENTS

14.1 At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.

14.2 The modifications/amendment will be notified through Addendum / Corrigendum in e-tendering portal https://assamtenders.gov.in/nicgep/app& APL's website

www.assampetrochemicals.co.in. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.

14.3 Bidders shall examine 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.

15 SITE LOCATION / SITE VISIT

15.1 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.

16 BIDDING DOCUMENTS AND DEVIATIONS

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

17 LANGUAGE OF BIDS

17.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and CLIENT/TCE, shall be written in English language only.

17.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

18 PRICE BID / Schedule of Rates

18.1 The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".

18.2 Bidders shall quote indicating basic cost(inclusive of all taxes, duties, levies, royalties, octroi applicable, packing & forwarding charges, transportation charges etc. but exclusive of GST) in priced bid only. GST shall be quoted separately in Un-priced bid only.

18.3 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

18.4 The prices quoted by the bidder shall remain firm and fixed and shall be valid 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.

18.5 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.

18.6 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, royalties, orders and formalities applicable to Goods &Service tax (GST) on the import, manufacture, sale and/or supply of any material to APL and performance of the works under the Contract. The supplier/contractor shall keep APL indemnified from and against any and all

claims, demands, prosecutions, actions, royalties, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, royalties, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

18.7 In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering

19 DIGITAL SIGNATURE

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

20 CORRECTIONS AND ERASURES

20.1 Bidders are required to fill in the TENDER documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the TENDER papers.

20.2 Un-priced Bid: In case any corrections are required, the original writings shall be neatly cut/ penned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or the like is permitted. In case any erasure using 'white correcting fluid' is found, the BID may be liable to be rejected.All cuttings/ corrections/ alterations shall be signed in full by the BIDDER with date. Numerical figures shall be written both in figures as well in words.

20.3 Priced bid shall not contain interlineations, erasures or overwriting.

21 CLARIFICATIONS ON BIDS

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

22 TECHNO-COMMERCIAL EXAMINATION OF BIDS

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

22.2 APLwill determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.

22.3 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.

22.4 Bidder(s) techno-commercially accepted will only be communicated for price bid opening.

22.5 Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOA / WO will be issued to them.

23 REBATE

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

24 CONTACTING APL

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

25 APL'S RIGHT TO ACCEPT/REJECT BIDS

25.1 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.

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

26 PREPARATION OF BIDS - TWO BID SYSTEM

26.1 The bidder is required to prepare bid in a format as outlined in Checklist for Submission of Bid" in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

27 CONFIDENTIALITY OF DOCUMENTS

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

28 SUBMISSION OF BIDS

28.1 Bidder(s) will be required to submit the bids online in e-tendering portal https://assamtenders.gov.in/nicgep/app. The original copies of the Un-price bids is required to be submitted within 7(seven) days from the Bid due date and time to the address given in Sl. No. 1.0 (f) of IFB.

28.2 Cover containing documents as per clause no. 28 and Checklist for online Submission of Bid":

a) CoverNo. 1 : "**Fee/PreQual/Technical"**

i. File 1 - EMD + Integrity Pact

ii. File 2 – "TECHNO-COMMERCIAL/UN-PRICEDBID"shallcontainthefollowing:

a. 'CoveringLetter'onBidder's'Letterhead'clearlyspecifyingtheenclosedcontentswith EMD details.

b. 'Bidder'sGeneral Information',asper'Annexure - 3'.

c. 'BidForm',asper'Annexure – 4'

d. Copiesofdocuments,asrequired inAnnexure - 5'

e. As a confirmationthat the pricesare quoted inrequisite format complyingwith the requirements copy of Schedule of Rate (SOR: Part – I) with pricesblanked out mentioning **quoted / not quoted** (as applicable) written againsteachitem.
f. 'LetterofAuthority'ontheLetterHead, asper'Annexure - 6'
g. 'NoDeviationConfirmation',as per'Annexure - 7'
h. 'Bidder'sDeclarationregardingBankruptcy',in'Annexure - 8'
i. 'AgreedTermsandConditions',asper'Annexure - 9'
j. Dulyattesteddocumentsinaccordancewiththe"BIDEVALUATIONCRITERIA[BEC]" establishing the qualification.
k. Power of Attorney for authorized signatory in non-judicial stamp paper/copyof Board Resolution, the authorized signatory shall be signing the bid and anyconsequenceresulting due tosuch signing shall bebinding on the bidder.
l. Anyotherinformation/detailsrequiredasperBidding Document
m. AllformsandFormatsincludingAnnexures.
n. TenderDocumentdulysigned/digitallysignedbytheAuthorizedSignatory.
o. CopyofPowerofAttorney

b) Cover No.2: "**Price Bid"**

i. 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.
ii. The bidders shall ensure submission of prices without any errors.
iii. Pricing information shall NOT be included in the "Fee/PreQual/Technical" part of the Tender. Bidders shall ensure that no pricing information of any type is shown in their "Fee/PreQual/Technical". The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.

28.3 Bidder shall indicate Taxes and duties in Form F-10 "Agreed Terms & Conditions".

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

29 OTHER DOCUMENTS & REQUIREMENTS

The Bid, as submitted will consist of the following:

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

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

30 E-TENDERING REQUIREMENTS & GUIDELINES

30.1 The subject tender is an e-tender and owner has hoisted the complete tender documents on website **https://**https://assamtenders.gov.in/nicgep/appand 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 are to be filled in the BOQ (Financial Price Bid Part – II).

30.2 The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish 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**.**

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

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

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

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

30.7 The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers 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.

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

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

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

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

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

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

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

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

30.16 The cancellation of any document such as Power of Attorney, 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.

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

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

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

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

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

SECTION – IV

BID EVALUATION CRITERIA & PRICE BID EVALUATION METHODOLOGY

A. BIDS EVALUATION CRITERIA

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

1.0 TECHNICAL EVALUATION CRITERIA:

1.1 EXPERIENCE:

i. The bidder must have experience in successfully executing/completing at least one 'Similar Work' 5**for a continuous minimum duration of 01 (One) year under single contract** during the last 07 (Seven) years to be reckoned from the original bid closing date.

OR

ii. The bidder must have experience of successfully executing/ completing at least one 'Similar Work' of minimum value of **Rs. 2,46,04,000.00 (Rupees Two Crore Fourty Six Lakh Four Thousand)** only under single contract during the last 07 (Seven) years to be reckoned from the original bid closing date.

Notes to BEC Clause 1.1 above:

a. ***Definition of "Similar Work":*** Experience of Providing Manpower Support for Operational Assistance/Shift assistance in Process/Chemical/Petro-chemical/Fertilizers Plant /Oil & Gas (Process)/Refinery.

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

A. Contract document showing details of work,

AND

B. Job Completion Certificate showing:

(i) Gross value/quantity of job done

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

(iii) Contract period and date of completion

OR

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

(i) Work order no./Contract no.

(ii) Gross value/quantity of jobs done

(iii) Period of Service

(iv) Nature of Service

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

d. Mere award of contract(s) will not be counted towards experience. Successfulcompletion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause Nos. 1.1 will only be treated as acceptable experience.

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

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

(ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion iswithin the prescribed 07 (seven) years reckoned from the original bid closingdate.

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

Proof of work experience against Para e. (i) and (ii) above, to satisfy a) work definedabove b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

Bidder mustsubmit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the originalbid closing date. The breakup must be certified by the end user or acertificate issued by a practicing Chartered/Cost Accountant Firm (withMembership Number & Firm Registration Number).

Proof of work experience against Para e. (iii) above, to satisfy a) work defined above b)minimum prescribed value/quantity/period c) prescribed period of 07 years, to besubmitted as below:

Bidder must submit the following:

A. Breakup of similar work

B. Contract document showing details of work

C. LOA/LOI/Work order showing:

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

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

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

f. 'Similar Work' executed through "sub-contracting" shall not be considered forevaluation.

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

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

i. Bid will be rejected if not accompanied with adequate documentary proof insupport of Work experience as mentioned in Para 1.1.

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

(i) To provide experience and qualified personnel during the execution of the work.The qualification and work experiences of personnel to be deployed by the biddermust be in accordance with the requirement as per the Clause I[B(3)] and II[B(3)] UNDER SCOPE OF WORK.The complete Bio-data of the key personnel along with supporting documents in originals to this effect must be submitted for APL's approval and clearance prior tomobilization of personnel.

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

2.0 <u>BEC - Financial: (as a single bidder)</u>

2.1 TURN OVER: The Average Annual Turnover of the bidder must have minimum value of Rs. 73.80lakhs in any of the 3 (Three) previous audited financial years ending on 31st March 2026, i.e FY2025-26, 2024-25 & 2023-24. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2025-26 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to FY 2025-26, i.e FY: 2024-25 , 2023-24 & 2022-23 shall be considered.

2.2 NET WORTH: Net Worth of the bidder should be positive as per the last audited financial statement. i.e. FY2025-26. In case, financial results (Balance sheet and profit & Loss account statement) of FY2025-26 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet

and Profit & Loss Account Statement) of immediately preceding financial year prior to FY2025-26 i.e. FY: 2024-25along with un-priced bid. Accordingly, Net worth of the bidder for the FY: 2024-25shall be considered.

2.3 WORKING CAPITAL: The bidder should have minimum working capital of value Rs. 30.75 Lakh as per the last audited financial statement for the year. i.e. FY2025-26. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2025-26 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload/submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2025-06i.e FY: 2024-25 along with un-priced bid. Accordingly, working capital of the bidder for the FY: 2024-25 shall be considered.Bidder shall submit certificate from Bank in support of the working capital.

If the bidder's working capital is negative or inadequate as per BEC clause no. 2.3, the bidder shall submit/upload a letter from the bidder's bank as per 'Annexure – 11', having net worth not less than Rs 150.0lakh,confirming the availability of the line of credit for at least Rs 30.75 lakh as mentioned above at BEC Clause No. 2.3.

3.0 Numbers of Manpower On roll

Attested copy of EPFO Challan in support of available manpower(duly submitted to EPFO challan of previous quarter i.e. July, August & September

4.0<u>Company Safety, Health & Environment Policy Documentation and/or Certification</u>

4.1 **Documentary evidence for Company HSE Policy Documentation & certification**

1. Health, Safety and Environment policy signed by top management of the organization.
2. ISO 45001:2018 (Certification for OHSMS i.e. Occupational Health, Safety Management System) or any other certification relevant to Health,Safety and Environment of the organisation.
3. Approved HSE plan of the organisation and competency certificate for safety officer or HSE officer appointed in the organisation.

4.2 **Documentary evidence for Company HSE Policy Documentation**

1. Health, Safety and Environment policy signed by top management of the organization.

METHODOLOGY FOR EVALUATION OF BIDS

1. This Tender is subjected to QCBS Criteria and hence Price bid shall be opened inrespect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive and qualified under BEC compliance and on scoring minimum qualification score as per the **QCBS Methodology**. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on APL.

2. Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected

3. **QUALITY & COST BASED SELECTION (QCBS) METHODOLOGY:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

a) Bids shall be evaluated both in terms of „Quality" as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. The weight age for the 'Quality' is**30** and the weight age for the 'Quoted' price is **70.**

b) The marks allocated against various sub-sections under 'Quality' of Bid shall be as hereunder:

i. Broad classification:

Sl No.	Quality Criteria	Max Marks
1.	Experience of Undertaking Similar Work, in terms of years of providing complete man management services.	**30**
2.	Experience of Undertaking Similar Work, in terms of number of contracts executed.	**20**
3.	Experience of Undertaking Similar Work, in terms of total value of the contract executed.	**20**
4.	Numbers of Manpower On Roll	**20**
5.	Company Safety, Health & Environment Policy Documentation and/or Certification	**10**
	Total Marks	**100**

ii. Sub breakup of marks as mentioned above shall be as under:

SL No	**Quality Criteria**	**Marks**	**Documentary Evidence (SL No 4)**
1	**Experience of Undertaking Similar contracts, in terms of number of**		

	years of providing Complete Man management Services.	**30(Max)**	
a)	Cumulative experience of seven (7) years or more, reckoned from the original bid closing date, of providing Complete Man Management Services	**30**	
b)	Cumulative experience of five (5) years or more, but less than seven (7) years, reckoned from the original bid closing date, of providing Complete Man Management Services	**25**	Supporting documents required in line with Notes to BEC Clause 1.1
c)	Cumulative experience of three (3) year or more, but less than five (5) years, reckoned from the original bid closing date, of providing Complete Man Management Services	**20**	
d)	Cumulative experience of One (1) year or more, but less than three (3) years, reckoned from the original bid closing date, of providing Complete Man Management Services	**15**	
2	**Experience in terms of number of complete man-management service contracts successfully executed for Operation in similar industries for a continuous period of at least one (1) year during the last seven (7) years reckoned from the original bid closing date.**	**20(Max)**	Supporting documents required in line with Notes to BEC Clause 1.1
a	Bidder's experience of successfully executing seven (7) or more contracts	**20**	
b	Bidder's experience of successfully executing (5) or more contracts, but less than seven (7) contracts,	**15**	
c	Bidder's experience of successfully executing three(3) or more contracts, but less than five (5)	**10**	
d	Bidder's experience of successfully executing one(1) or more contracts, but less than three (3) contracts,	**5**	
3	**Experience of Undertaking Similar Work, in terms of total value of the single contract executed for a continuous period during the last seven (7) years reckoned from the original bid closing date.**	**20(Max)**	Supporting documents required in line with Notes to BEC Clause 1.1
a	Bidder's experience of successfully executing single contract of value more than INR 5.84 crore.	**20**	
b	Bidder's experience of successfully executing single contract of value more	**15**	

	than INR 4.38 crore and less than or equal to INR 5.84 crore		
c	Bidder's experience of successfully executing single contract of value more than INR 2.92 crore and less than or equal to INR 4.38 crore	**10**	
4	**Numbers of Manpower On roll**	**20(Max)**	Supporting documents required in lines to BEC 3.0
a	More than 300	**20**	
b	More Than 150 less than or equal to 300	**15**	
c	More Than 75 less than or equal 150	**10**	
d	Less than or equal to 75	**05**	
5	**Company Safety, Health & Environment Policy Documentation and/or Certification**	**10(Max)**	Supporting documents required in lines to BEC 4.0
a	Bidder having Safety, Health & Environment **Policy** Documentation and Certification	**10**	
b	Bidder having Safety, Health & Environment Policy Documentation	**5**	
c	Bidder having no Safety, Health & Environment Policy Documentation or Certification	**0**	
	Total	**100(Max)**	

Note:

a. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.

b. Bidders to submit HSE certifications as applicable with date of issue of certificate prior to bid closing date and valid as on bid closing date

c. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate –

(i) Details of thedocument (Document Ref. No., relevant Pg. No. etc.) submitted

&

(ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in **Annexure-13** and submit the same along with the technical bid.

d. APL reserves the right to verify any or all data/document/information provided bythe bidder. False statement by the bidder will make it liable for appropriate action.

iii. bid shall have to meet The Minimum Qualifying Marks of **35** marks in"Quality" Criteria. Bids not meeting the minimum qualifying marks in "Quality Criteria shall be rejected.

iv. Qualified Bid (meeting the minimum Qualifying Marks of **35** in QualityCriteria) and conforming to the technical specifications, terms and conditions stipulatedin the bidding document and considered to be responsive after subjecting to BidEvaluation Criteria shall be considered for further evaluation.

v. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted.

a) An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of **35**in 'Quality Evaluation Criteria' using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid: where,

$$B=\frac{C_{low}}{C}x100xX+\frac{T}{T_{high}}x100xY$$

C Evaluated Bid Price of the bidder

C_{low} The Lowest of the evaluated bid prices among the responsive bids

T The Total marks obtained by the bidder against 'Quality Criteria'

T_{high} The total marks achieved by the best bid among all responsive bids against Quality criteria

X 0.7=(The weightage for Quoted price is 70)

Y 0.3=(The weightage for Quality is 30)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

vi. Awarding Methodology:

Bidder scoring **Highest Evaluated Bid Score (B-1)** shall be awarded Contract forOperation services.

In the event of two or more bidders having the same highest Evaluated Bid Score
(B-1), the bidder scoring the highest marks against *Quality* criteria shall beranked higher and will be awarded the Contract .

Even then, if there is a tie in *Quality* criteria, a draw of lot will be resorted to forranking of bidder and the bidder ranked higher will be awarded Contract forOperation Services .

Contract for operation will be awarded to the other B-1 bidder(s) in descending order of marks obtained against *Quality* criteria or incase of tie, ranking through Draw of Lot.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTRODUCTION

Assam Petrochemicals Limited is situated at Namrup, Dibrugarh District in the state of Assam and the nearest railway station is at Namrup. The Plant is under project phase and is proposed to produce 500 TPD of Methanol from Natural Gas which shall be transported through pipeline from Duliajan.

2. DEFINITIONS

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

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

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

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

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

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

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

3. LOCATION:

Assam Petrochemicals Limited, Namrup
Nearest Airport: Dibrugarh, Mohanbari Airport / 25 km.
Nearest Railway station: Namrup

4. DURATION OF CONTRACT:

The duration of contract shall be 24(Twenty Four) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be as the date of award of the FOI/LOA/PO to the Contractor/Bidder. The Contract may further be

extended for a period of maximum Twelve Months on same rates, terms and conditions at the sole discretion of APL considering the performance during the Period Of contract.

5. CONTRACTUAL OBLIGATIONS:

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

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

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

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

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

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

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

Regulations in force and as are amended from time to time and are in force in the State of hiring.

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

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

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

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

5.12 The manpower requirement may be increased by up to **30% of the approved quantity** during the contract period, depending on APCL's actual operational and business requirements, including manpower attrition, changes in production requirements, maintenance activities, workload, employee absence, plant shutdown/start-up and other operational exigencies. Any such variation shall be subject to the **prior approval of the Competent Authority** and shall remain within the approved financial and contractual limits. The service provider shall not have any automatic entitlement to deploy the maximum permissible manpower or claim payment for the unutilised quantity.

5.13 **Manpower may be deployed at any APCL office/plant/site**, as per business exigencies, within the approved financial limit of the contract.

5.14 Wages shall be paid in accordance with the **VDA rates notified by the Government of Assam**, as revised from time to time.

5.15 **Overtime**, wherever required, shall be regulated in accordance with the **Factories Act, 1948, Assam Factories Rules, 1950 and other applicable statutory provisions**. Overtime shall be subject to the prescribed statutory limits, including **50 hours in any quarter, wherever applicable**, and shall be paid at **twice the ordinary rate of wages**.

6. PRICE BASIS:

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

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

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

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

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

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

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

7. MOBILIZATION PERIOD

Mobilization period of fourteen days shall be permissible for the start and execution of the contract with effect from the date of award of contract or intimation from EIC. No mobilization advance shall be payable by APL on this account. In case the Contractor/bidder is not able to mobilize the services, within the time specified above, a penalty @₹10,000/- per day shall be imposed on the Contractor/bidder.

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

(i) ThecontractagreementalongwithInsurancepolicyofdeputedcontractemployees.
(ii) The essential Qualification and experience certificate of deputed contract employees.
(iii) All required documents have to be submitted for Gate Pass.
(iv) The contractor shall mobilize his crew, tools & tackles, materials, equipment, etc.

which have been mentioned below for undertaking the contractual obligation at the commencement of the contract within seven days period after placement of FOI/FOA/PO by APL.

(v) The services can be requisitioned any time round the clock as and when desired by the Engineer-In-charge. Any delay in mobilization shall attract penalty as per the Terms and Conditions of the Contract.

8. RESPONSIBILITIES OF THE CONTRACTOR:

I. Local Conditions: Each bidder must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. In their own interest, the foreign bidders are particular requested to familiarize themselves with the statutory labour enactments, state laws & memorandum of settlement, if any.
The company shall not entertain any request for clarification from the bidder, regarding such local conditions.
It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws/conditions/MOS, if any.

II. The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category of work for which list of such persons will be provided by the authorized persons of APL Authorities. The name of the Authorized person will be notified to the contractor by APL Authority from time to time. So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to the PAPs and local persons fulfilling the technical requirement of the job/work. While engaging the contractual manpower, contractors are required to make efforts to provide opportunities of employment to the people belonging to Schedule Castes and weaker sections for the society also in order to have a fair representation of these sections.

III. The service provider shall submit a list of his personnel to be deployed by him after award of contract along with details of qualification and experience. It shall be the responsibility of the service provider to provide police verification documents of those proposed personnel to the Engineer-in-charge (EIC) before their deployment under this contract. EIC reserves the right to accept deployment of any person and reserves the right to verify the antecedents of any person and/or reject any of the service provider's personnel. APL shall be at liberty not to allow entry into its premises any of the workers whose activities appear to be prejudicial to the safety, security or other interest of the company. The contract Personnel shall enter the APL Premises only with Photo Passes/ID Card.

IV. The vendor has to ensure Police Verification of all their staff before they are deployed at the premises of APL.

V. The contract shall be valid initially for a period of 24 Months from the date of execution of formal agreement/issue of work order/fax of indent, whichever is issued earlier. The contract can be further extended on mutual consent on the same terms and conditions.

VI. The contractor will be solely responsible for any loss, damage to APL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the contractor/his personnel in that case cost of the said item(s) shall be recovered from the party on the prevailing 'market rates' as desired by “EIC”.

VII. The personnel engaged by the contractor will have nothing to do with APL directly or indirectly and the contractor shall be their 'Employer'. They will also not work elsewhere during the period engaged by him; APL shall have no liability whatsoever concerning contractor's employees.

VIII. In case it is felt by the authorized officer of APL that any person or supervisor of the contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the contractor.

IX. The contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.

X. The contractor shall use the premises only for the purpose of this contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of APL in writing.

XI. The contractor shall work under the supervision of the "EIC" or authorized officer(s) of APL, as may be nominated from time to time. The contractor shall be deemed to be in possession, sole, exclusive or otherwise of the premises or any part thereof, which shall always be in the exclusive possession & control of APL.

9. PAYMENT:

The payment shall be made against monthly running bills on the basis of the work done within 15 days of submission of bills on verification of EIC.

However, the contractor may ensure that the bills are submitted only after the disbursement of wages and other dues to the contract labours in line with the various labour/industrial laws.

Copy of Wage Sheet, PF and ESIC latest Challans along with ECR Copy of PF should be enclosed with the running bills.

10. JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Dibrugarh for the purpose of disputes, actions and proceedings arising out of the

CONTRACT, the court at Dibrugarh only will have the jurisdiction to hear and decide such disputes, actions and proceeding.

11. ENGINEER-IN-CHARGE (EIC):

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

12. WORKING AREAS

a. <u>METHANOL PLANT</u>

The main process steps relevant for the Methanol plant operation are as outlined below:

- Feed purification Section
- Reforming Section
- Process gas cooling Section
- Methanol synthesis Section
- Methanol distillation Section
- Steam production Section

1. The feed purification section consists of Hydrogenator reactor (001-RB-201) operated at temperature of 380^{o}Cfollowed by two numbers of Sulphur absorber reactors (001-RB-202A/B) placed in series for the removal of sulphur impurities in presence of recycle hydrogen.

2. The reforming section consists of an adiabatic pre-reformer (001-RB-0203) and a direct fired tubular reformer (001-FF-0201).

   In the pre-reformer (001-RB-0203), all higher hydrocarbons are converted to methane, hydrogen, carbon monoxide and carbon dioxideat temperature of 520^{o}C. The process gas is then sent to the tubular reformer (001- FF-0201), where it is further converted into hydrogen, carbon monoxide and carbon dioxide over a nickel catalyst. Tubular reformer which consists of 138

numbers of vertical reformer tubes operated at temperature of 920^{o}C and 25.1 kg/cm2 gby externally fired in both sides of tubes by natural gas fuel.

Combustion air is delivered by the combustion air blower (001-KA-0202). Prior to being introduced to the burners, the combustion air is preheated in the LPS combustion air preheater (001-EE-0215) and combustion air preheater (001-EE-0206) which is located in the waste heat section of the tubular reformer (001-FF-0201).

Flue gas heat recovery section (waste heat section)

The flue gas enters the waste heat section at a temperature of approximately 1060°C. Here the sensible heat of the flue gas supplies the following duties:

- 001-EE-0201 - preheating of the hydrocarbon/steam mixture upstream the reformer
- 001-EE-0202 - preheating of the hydrocarbon/steam mixture upstream the pre-reformer
- 001-EE-0203 A/B - superheating of very high pressure (VHP) steam
- 001-EE-0204 A/B - preheating of natural gas feed
- 001-LW-0205 – waste heat boiler coil
- 001-EE-0206 - preheating of combustion air for the tubular reformer burners.

When reaching the outlet, the flue gas temperature is reduced to approximately 120°C. The flue gas blower (001-KA-0201) routes the flue gas to the flue gas stack (001-XZ-0201).

3. The process gas cooling section consists of several heat exchangers and separators. There are two main heat exchangers which perform the majority of the cooling (001-LW-0220 and 001-EE- 0223). These two heat exchangers generate steam (001-LW-0220) and preheat the boiler feed water to the steam drum (001-EE-0223) reducing the process gas temperature to 162°C.

   Furthermore, the heat of the process gas is utilized as reboiler duty in the distillation unit. The process gas provides the heat input to the LP column PG reboiler (001-EE-0224) and the stabilizer column reboiler (001-EE-0225). They both reduce the process gas temperature, and the generated process condensate is separated from the synthesis gas in the LP column reboiler separator (001-VV-0224) and stabilizer column reboiler separator (001-VV-0225).

   The process gas is further cooled by the DMW preheater (001-EE-0226) and a water cooler (001-EE-0228) before the process gas enters the final separator (001-VV-0202) at 40°C. The liquid is sent to the process condensate stripper (001-CC-0610) and the synthesis gas is sent to the methanol synthesis loop.

4. **Methanol synthesis loop**

The synthesis gas from the final separator (001-VV-0202) is compressed in the synthesis gas compressor (001-KA-0431). Thereafter, the compressed synthesis gas is mixed with recycle gas and heated in the feed/effluent exchanger (001-EE-0401) in order to have optimal temperature at the inlet to the methanol reactor (001-RB-0401). The methanol reactor is boiling water reactor (BWR) which means that the methanol synthesis catalyst, MK-151 FENCE™, is loaded into tubes, all surrounded on the shell side by boiling water, which efficiently removes the heat of reaction from the methanol synthesis. This generates high pressure steam which is utilized in the process. In the reactor, hydrogen, carbon monoxide, and carbon dioxide are converted to methanol.

5. **Methanol distillation**

The crude methanol produced in the methanol synthesis loop is depressurized in the raw methanol tank (001-TT-0451), whereby the methanol is degasified, and the vent gas is washed in a small vent wash column (001-CC-0454).

Morpholine is used for neutralization of the raw methanol and is introduced into methanol downstream the raw methanol tank (001-TT-0451) via the Morpholine dosing unit (001-XZ-0452).

Thereafter, the raw methanol pump (001-PA-0451 A/B) feeds the raw methanol to the feed tray of the stabilizer column (001-CC-0451).

The crude methanol contains water and traces of reaction by-products e.g. higher alcohols, dimethyl ether, acetone and methylformate. The distillation of the crude methanol takes place in a 3-column distillation system. The organic impurities are concentrated in a gaseous and a liquid stream

Stabilizer column

The crude methanol is pumped by the raw methanol pump (001-PA-0451 A/B) from the raw methanol tank (001-TT-0451) to the stabilizer column (001-CC-0451) where volatile compounds and dissolved gases are removed.

LP methanol column

The stabilized methanol is pumped by the stabilizer methanol pump (001-PA-0452 A/B) to the LP methanol column (001-CC-0452), where part of the methanol product is withdrawn from the overhead system of the column.

MP methanol column

Three liquid product streams leave the MP methanol column (001-CC-0453):

- Methanol product from the overhead system
- Liquid off stream downstream scrubbing and cooling, i.e. higher alcohols, drawn off above the bottom tray
- Excess water drawn off at the bottom

Methanol product

The methanol product from the LP methanol column (001-CC-0452) and from the MP methanol column (001-CC-0453) is cooled by means of cooling water in the LP column product cooler (001-EP-0456) and the MP column product cooler (001-EP-0457) respectively.

After cooling, the two product streams are combined and the methanol product is purified in the product polisher unit (001-XZ-0451). The product polisher unit contains a bed of Amberlyst 15, wet used for removing the remaining TMA.

After passing through the product polisher unit, the methanol is sent to the methanol product buffer tank (001-TT-0452 A/B) and further sent to battery limit via the methanol product pump (001-PA-0458 A/B).

6. Steam generation

There are two main steam drums in the process (001-VV-0201 and 001-VV-0401). One is located and heated by the process gas cooling section and the other one is heated by the methanol synthesis reactor (001-RB-0401). For the steam drum (001-VV-0201) located at the process cooling section, the boiler feed water is preheated before entering the steam drum. For the loop steam drum (001-VV-0401) located at the methanol synthesis loop, the stripped process condensate from process condensate stripper is used. The purpose of the steam drums is to provide a certain liquid hold-up, ensuring that boiler water is supplied to waste heat boiler (001-EE-0220) and methanol reactor (001-RB-0401).

Very high pressure (VHP) steam is produced in a combination of the BFW preheater (001-EE-0223) and waste heat boiler (001-EE-0220) located in the process gas cooling section. Thereafter, it is superheated in steam superheater (001-EE-0203 A/B), which is located in the waste heat section of the tubular reformer (001-FF-0201). VHP steam is used as for steam turbines.

High pressure steam generated in the methanol reactors is used at mix point and for process condensate stripping.

b. UTLITY SECTION

APL 500 TPD Methanol project Utility units comprises of following sections:

1. **Nitrogen package supplied by Linde which consists of Plant air system, Instrument air system and Nitrogen plant.**

   a. Plant Air system: Consists of 3 nos. of LP Main Air Compressors (014-KA-1001 A/B/C). Two nos. of compressors will be running.
   b. Instrument air dryer system for the production of Instrument air at pressure of
   c. HP Instrument air compressor:Capacity: 150 m3/hr Discharge pressure: 31 kg/cm2g
   d. Nitrogen plant production capacity of 570 Nm3/hr (Gaseous) and 2 nos. of liquid Nitrogen storage vessel with capacity of 40 m3 each.
      Nitrogen plant consists of Refrigeration unit, Moisture separator, Expansion Turbine, Regeneration heater, PPU section, Cold box, Air Purification unit, Distillation column and Reboiler condensers.

2. **Water Block package supplied by Driplex consists following utility units:**

   a. Raw water treatment plant (RWTP): Design capacity of 270 m3/hr.
      A membrane (UF) based RWTP is considered for the project. 3 nos. (2 working + 1 Standby) UF skids each having 90 m3/hr (permeate) capacity. The reject from UF system in the RWTP (i.e., 10% of the feed flow) will be recycled back to raw water reservoir after suspended solids removal in RWTP.

   b. RODM water plant: Design capacity of 74 m3/hr.
      An RO based DM plant has been considered. The feed to the RO plant shall be part Cooling Tower Blowdown and the balance feed water requirement shall be met from Treated Raw water. RO system has been considered followed by Mixed Bed polishing unit.

   c. Condensate polishing unit (CPU): Design capacity of 31 m3/hr.
      Process and suspect condensate generated in the petrochemical complex are treated in CPU. Provision to treat surface condensate in case of contamination has been provided. CPU shall consist of ACF and Mixed Bed units.

   d. Effluent Treatment plant (ETP): Design capacity of 20 m3/hr.
      The ETP plant consists of Oil removal/ Polishing section along with Filtration and Chemical Treatment of effluents as required.

   e. Zero Liquid Discharge plant (ZLD): Design capacity of 5 m3/hr.
      ZLD package consists of Quadruple Effect Evaporator followed by Agitated thin filmdryer system to make zero liquid discharge (ZLD).
   f. Sewage Treatment plant (SWT): Design capacity of 5 m3/hr.

3. **Cooling Tower system Unit:**
   Cooling tower system consists of 3 numbers of Circulating centrifugal pumps (i.e., two numbers working and one number standby), 2 number

side stream filters, 3 numbers of induced draft fans for cooling circulating water return temperature and chemical dozing facility

13. WORKING TIMINGS:

Working of the workers will be in shifts of 08 (eight) Hrs. The shift duty timings are as follows:

Ashift or MorningShift	----	06:00Hrsto 14:00Hrs.
BshiftorEvening Shift	----	14:00Hrsto 22:00Hrs.
Cshift orNight Shift	----	22:00Hrsto 06:00Hrs(next day).
General Shift	----	07:00 Hrs to 11:00 Hrs and 12:30 Hrs to 16:30 Hrs

TheContractorhastoarrangelocalconveyanceforchangeoverofshiftswithintheabovementioned time.

14. LABOUR LAW RELATED CLAUSES OF TENDER:

Responsibilities of the Contractor for compliance with Labour / Industrial laws:

The contractor has to pay following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in APL:

A.

S.N	Wagecomponent	Rates
A	Minimumwage	MinimumwagesasnotifiedbyStateGovernment Thatcontractorwillalsoensuredisbursementofmonthly earned wages of the contract workers latest by07th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of releaseoftheir R.A bills.
B	Non-Statutory Allowance	In addition to the Minimum Wages, the contract workers to get an additional Non-statutory allowances @ 16% of the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of APL.
C	PF Contribution including EDLI & Administrative Charges	13.00% of Minimum Wages
D	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act	3.25% of Gross wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86 lacs per contract worker. Additional 1% for Group Insurance along with Employee Compensation Policy

	1923 & Employee's Compensation Act 2010	
E	Bonus as per Payment of Bonus (Amendment) Act, 2015	8.33% of Rs.7000.00 or minimum wages whichever is higher. (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted). Statutory bonus payments are restricted to employees/workers whose qualifying wages (Basic salary + Dearnance Allowance) do not exceed Rs 21,000/- per month . Employees whose basic component exceed these statutory threshold are not eligible for the mandatory statutory bonus .
F	Leave wages as per factory Act/Rule	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
G	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and Amendment 2016
H	Death Gratuity	Gratuity will be payable only in case of death or permanent disablement during the currency of contract as per the provision of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.
I	National Holidays:	That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).
J	Festival Holidays:	That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day)
K	Shift Allowances:	Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for "C'' Shift.
L	Employment Card:	That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made there under without fail. Employment Card to be issued immediately on joining to their respective workers.
M	Issuance of Wage Slip:	That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.

N	Health Check-up	Every Contractor has to undertake his worker health checkup 02 times in a year as per the factory act and Assam Factory rule and submit report to the EIC.

B. The contractor shallhave hisown PF Code No. withthe RPFC asrequired under EmployeePF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme1995.Contractor to generate UAN No. for all his

C. ThecontractorshallhavehisownESICodeNo.allottedbyEmployeeStateInsuranceCorporation(ESIC)asrequiredunderEmployeeStateInsuranceAct1948.Incasethepremises / worksite is not covered under ESIC, contractor to obtain a suitable workmanshippolicyin line with the coverageof Employees Compensation Act, 2010.

D. The contractor shall submit the Challans along with bank receipts/bank statement on monthlybasisforthe proofof PF contributionwith RPFCandESIContribution withESIC.

E. The contractor is required to obtain labour license under the provisions of Contract Labour(R&A) Act, 1970 from the Licensing Officer i.e RLC (Central), Ministry of Labor, Govt. ofIndia at Dibrugarh.

F. The contractor shall discharge obligations as provided under various statutory enactmentincluding the Employees Provident Fund and Miscellaneous Provisions Act, 1952, ContractLabor(R&A)Act,1970,MinimumWagesAct,1948,Paymentofwagesact1936,Employee's Compensation Act 1923, and other relevant acts, rules and regulations enforcedfromtimeto time.

G. The contractor shall be solely responsible for the payment of wages and other dues to thepersonnel, if any, deployed by him latest by 7th day of the subsequent month in the presenceofEngineerIn-Charge.Afterdisbursementofwagestheauthorizedrepresentativeandengineer In-Charge have to certify the payment of wages to the contract workers and sign thewageregister jointly.

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

I. The contractor shall indemnify APL against all losses or damages, if any, caused to it onaccountofacts of the personnel, if any, deployed by him.

J. Allpersonneldeployed bythecontractor shouldbeon therolls ofthecontractor.

K. Nocontractorworker belowtheageof18years shallbedeployedon thework.

L. The contractor shall ensure regular and effective supervision and control of the personnel, ifany,deployedbyhimandgives suitabledirectionforundertakingthecontractualobligations.

M. Thepersonneltobedeputedbythecontractorshallobserveallsecurity,fireandsafetyrules of APL while at the site/work. His Work/Services will be supervised by the supervisors ofcontractor.Contractorhastobestrictlyadheretoguidance,instructionwhenever required.

N. Contractor shall provide proper identification cards for his employees to bedeputed by himfor Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
Also, the contractor should obtain entry passes from Security Dept. through ENGINEER-IN-CHARGEforhis employees.

O. Contractor has to deploy the personnel with no past criminal records. Also, the contractor hastoprovidepoliceverification for all the persons deployed byhim.

P. While confirming to any of these conditions, the contractor should ensure that no law of stateregarding labor, their welfare, conduct, etc. is violated. The contractor shall indemnify APLforanyactionbroughtagainsthimforviolation,non-complianceofanyact,rules&regulationof center/ state/ local statutory authorities.

Q. All existing and amended Security and Safety / Fire Rules of APL are to be followed at theworksite.

R. Contractor shall ensure payment of wages to the personnel employed and meet all statutoryobligationsofpayment asper MinimumWages act1948 andPayment of Wages Act1936.

S. In case of accident, injury and death caused to the employee of the contractor while executingtheWorkunderthecontract,thecontractorshallbesolelyresponsibleforpayment ofadequate compensation, insurance money etc. to the next kith & kin of injured / diseased.contractorshall indemnify APL from such liabilities.

T. The contractor is required to deposit ESI contributions through banks with Employee StateInsurance Corporation on monthly basis and has to arrange Smart Cards to contract manpowerengagedby him from theCorporation.

U. The contractor shall not employ or permit to be employed any person suffering from anycontagious,loathsomeorinfectiousdisease.Thecontractorshallgetexaminedhisemployees /persons deployedfrom aCivilGovt. Doctor.

V. No employees or person of contractor (including contractor) be allowed to consume alcoholicdrinks or any narcotics within the Plant Premises. If found under the influence of above, theowner/ APLwill terminatethecontractimmediately and mayrefer thecasetopolice.

W. The contractor hereby agrees to indemnify owner / APL and harmless from all claims,demands, actions, cost and charges etc. brought by any court, competent authority / statutoryauthoritiesagainst owner/APL.

X. Following documents shall be submitted by the Agency/contractor to Engineer In-Charge atvariousstages during thecurrency of the contract:

Y. <u>Immediatelyafterissuance/receivingofLetterofIntent(LOI)</u>:

1. ApplicationforissuanceofForm–VforobtainingLabourLicensefromLicensing Authorityforengaging 20 or morecontract workers.
2. CopyofLabourLicensebeforecommencementofworkif20ormorecontract workers are engaged.
3. Listofpersonsalongwithdesignation,EmployeeNo.,PFaccount,ESIcardNo.,InsurancecoverageNo. etc.
4. CopiesofAppointmentLetterstothepersonstobeengagedinAPLbythecontractor.
5. CopiesofIdentity Cardissued bythe contractorof personsto beengaged inAPL.
6. CopyofProvidentFundRegistrationCertificateissuedbyconcernedRegionalProvidentFund Commissioner.
7. CopyofEmployeeStateInsurance(ESI)registrationcertificateissuedbyEmployee StateInsuranceCorporation.
8. Copies of ESI Identity Card of persons to be engaged in APL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. At the time of submission of monthly bills:
   i. Copy of wage register duly certified by authorized representative of the contractor andAPLcertifyingas“Certifiedthattheamountshowninthecolumnno.hasbeen paidtotheworkman concernedinmy presenceon-----(date)at (place)”.
   ii. If wages are paid through bank, copy of bank statement duly certified by

bank of previous month.

iii. Copy of Electronic Challan cum Return (ECR) / Electronic Return for the proof ofremittance of Provident Fund (PF) and Employee State Insurance (ESI) contributionalongwith On Line Uploaded listof contract workers/members.

10. Registers are to be maintained by the contractor:

a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act,1936: During the currency of the contract, the contractor has to maintain registers like:

1. MusterRollinFORM-XVIII
2. Registerofworkmenin FORM-XIII
3. WageRegisterin FORM-XVII
4. RegisterofDeductionsinFORM-XX
5. RegisterofOvertimeinFORM-XXIII
6. RegisterofFinesinFORM-XVI
7. Registerofadvancesin FORM-XXII
8. Issuance andmaintenanceofWageSlipinFORMXIX.
9. IssuanceofvalidIdentityCardbythecontractorINFORMXIV.

b. Employee State Insurance Act,1948: During the currency of Contract, the contractor has to maintain registers like:

- Registerofemployeesin Form-6
- AccidentBookinForm-11

c. At the time of closure of contract:

1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying APL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments. Performa Indemnity Bond is provided at clause 12.0.

Z. Contactorshallensure:

- RestDaypaymentto the workerstobepaidbythe contractor.
- ShiftAllowancetobe paidtotheworkers bythe contractor.
- HealthCheck-upof theworkers tobedonetwiceannually.
- Holidaypayment for7 days tobepaid tothe workers bythecontractors.

15. PENALTY:

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

15.2 If required numbers of services are not provided in any shift or the required quantity of manpower as per SOR, an amount twice the SOR rate against the corresponding SOR on prorate basis will be deducted from the RA bills. This amount will be over and above the limit of 5% of the total contract value.

15.3 If after mobilization of required manpower as per SOR, any manpower leaves or remain absconding from the site without information and the contractor fails to fulfill the void space within 15days, an amount equal to 30 man-days of the respective category per manpower will be deducted from the monthly RA bills.

15.4 During the contract period if any manpower wants to leave the site, contractor will have to ensure that intimation to APL in advance of 1 months period is received,

failing which penalty under clause no. 12.3 will be applicable in their next monthly bill.

15.5 PENALTY FOR NON SUBMISSION OF VARIOUS DOCUMENTS AS FOLLOWS.

15.5.1 Contractor has to submit a valid PF Code no., computerized ESI card and valid labour license (ifapplicable) within a maximum time period of One month from the date of LOA/PO/LOI/FOI,failing which a penalty of Rs.10000/- shall be deducted from the RA Bills of the contractor permonth after lapse of One Months from the date of start of the contract, apart from penalty as perprovisionsof the statutorylegislations.

15.5.2 Contractor has to submit proper PF challan, containing names of each of the Contract workmen along with reimbursement schedule or else APL will not be liable to release the payment to the contractor and penalty as mentioned above will be imposed on the Contractor and same will be deducted from the RA Bills of the Contractor every month, after the LAPSE OF ONE months from the date of start of the Contract.

15.6 PENALTY FOR NON-PAYMENT OF MINIMUM WAGES.

Penaltyof₹ 5000/dayshallbeimposed onmonthlyrunningbillin anyofthefollowingcases:

i) Delayinpaymentofwagesbythestipulatedtimeperiodi.e.latestby7thofsubsequentMonth.

ii) Nonpayment of minimum wages to each and every contractor deployed labour/manpower withinthe stipulated time period i.e. latest by 7th of subsequent month. at the rates as per the MinimumWages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahatifrom time to time. This deduction shall be apart from the compensation of delay for the reasonmentionedin clause (a)above.

15.7 PENALTY FOR NOT PROVIDING UNIFORM OR SAFETY GEARS:

The Contractor has to provide 2 pairs of uniform/worker each year. In addition PPE like safety shoe/Hand Gloves/Face Mask/Boiler Suit etc. to be provided for safe operation in work place. Penalty of Rs. 500.00 per day shall be imposed on monthly running bill in each case if the contractor fails to provide either uniform or safety gears to the persons employed by him for this contract.

15.8 PENALTY FOR NOT PROVIDING GENERAL TOOLS and TACKLES AND MEASURING INSTRUMENTS:

General tools and tackles and measuring instruments have to be provided to each and every group/ team of technician and helper as laid down at SECTION- 7, Subsection-7.6 of the SCC. If the Contractor fails to provide the same within 30 days from the Date of LOA/PO/FOI, a penalty of Rs.10000/= per month shall be applicable. The period of penalty shall be counted after 30 days from the date of LOI/PO till the instruments/tools & tackles are made available at site.

16. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES

Contractor has to disburse the wages to their employees including supervisor through e-Banking / account payee Cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labor Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit a proof of payment to all his employees along with the RA bill of subsequent months.

HEALTH,SAFETYANDENVIRONMENT[HSE]SPECIFICATIONS

1. SCOPE

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

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

4.2 Preferably, the Contract should have a documented 'HSE Policy' to cover commitmentof their organization to ensure health, safety and environment aspects in their line ofoperations.

4.3 The Contractor shall ensure that the APL's 'Health, Safety and Environment [HSE]'requirementsareclearly understoodandfaithfully implementedatalllevel,atsites.

4.4 Contractor shall promote & develop consciousness for health, safety & environmentamong all personnel working for the Contractor. Regular work-site meetings shall bearranged on 'HSE' activities to cover hazards involved in various operations duringexecuting their jobs, location of First Aid Box, trained personnel to give First Aid,Assembly Points, standby Ambulance or vehicle and fire protection measures such asfirehydrant,water and fireextinguishers, etc.

4.5 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as broughtout during review/audit by APL / external agency authorized by APL, shall becompliedby Contractor and its report to besubmitted to APL.

4.6 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case ofnon-complianceofcontinuousfailureinimplementationofanyofthe'HSE'provisions,APLmayimposestoppageofworkandasuitablepenaltyfor non-compliance. The decision of imposing work-stoppage, its extent & monetary penaltyshallrest withAPL.

4.7 All fatal accidents and other personnel accidents shall be investigated for root cause by APL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

4.8 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

4.9 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

2.8 All equipment should be tested and certified for its capacity before use.

2.9 Contractor shall ensure storage and utilization methodology of materials that are not

detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.

2.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of APL.

2.11 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.

2.12 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.

2.13 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by APL.

1.0 RELEVANTCODESFOR'PERSONALPROTECTIONEQUIPMENTS'

925 – 1984	IndustrialSafetyHelmets
7701 – 1968	RubberGlovesforElectricalPurpose
994 -1973 [Part-I]	IndustrialSafetyGloves [Leather&CottonGloves]
989 -1986 [Part-II]	LeatherSafetyBoots&Shoes
557 –1969	Industrial&SafetyRubberKneeBoots
519 – 1971	CodeofPractice forSelections,Care&Repairof SafetyFootwear
1226 – 1985	LeatherSafetyFootwear HavingDirectMoldingSole
983 –1978	EyeProtectors
167 –1979	EarProtectors
521 –1983	IndustrialSafetyBelts&Harnesses

SECTION – VI

SCHEDULES OF RATES (SOR)

(To beuploadedin Cover No. 1"Fee/PreQual/Technical"(File 2 - "TECHNO-COMMERCIAL/UN-PRICEDBID"))

*[Donotquotehere.Onlyconfirmthatyouhaveuploadedthe PricedSORasperthisformatinCover No. 2(**"Price Bid"**)]*

Tender No. : APL/C&P/HR/2026-27/693

SCHEDULE OF RATES

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P
1	**Highly Skilled Manpower (Shift Operations)** **Contractual Process Operator - 52 No's** **Contractual Chemist -08 No's**				
1.01	Basic Wage Rate 60 No's x 730 days = 43800 Mandays	43800.00	Mandays	727.00	31842600.00
1.02	Provident Fund (@12% of Basic Wage Rate) 60 No's x 730 days = 43800 Mandays	43800.00	Mandays	87.24	3821112.00
1.03	Employees Compensation Policy (3.25%) +Group Medical Insurance (1%)=4.25% 60 No's x 730 days = 43800 Mandays	43800.00	Mandays	30.90	1353420.00
1.04	Holiday Pay (11 days)- Festival Holiday 8 days + National Holiday 3 Days 60 No's x 11 days x 2 years =1320 mandays	1320.00	Mandays	727.00	959640.00
1.05	Leave with wages (20 Days) 60 No's x 20 Days x 2Years =2400 Mandays	2400.00	Mandays	727.00	1744800.00
1.06	Shift Allowances for Shift -A & B (Morning and Evening) 20 No'sx2 Shift x 730 Days	29200.00	Per Shift	30.00	876000.00
1.07	Shift Allowances for Shift -C(Night) 20 No's x 1 Shift x 730 Days	14600.00	Per Shift	40.00	584000.00
2	**Highly Skilled Manpower (General Shift)** **Contractual Store Keeper -04 No's** **Multi Tasking Staff – 01 No**				
2.01	Basic Wage Rate 5 No's x 730 days = 3650 man days	3650.00	Mandays	727.00	2653550.00
2.02	Provident Fund (@12% of Basic Wage Rate) 5 No's x 730 days = 3650 man days	3650.00	Mandays	87.24	318426.00
2.03	Employees Compensation Policy (3.25%) +Group Medical Insurance (1%)=4.25% 5 No's x 730 days = 3650 man days	3650.00	Mandays	30.90	112785.00

2.04	Holiday Pay (11 days)- Festival Holiday 8 days + National Holiday 3 Days 5 No's x 11 Days x 2 Years = 110 Mandays	110.00	Mandays	727.00	79970.00
2.05	Leave with wages (20 Days) 5 No's x 20 days x 2 Years = 200 Mandays	200.00	Mandays	727.00	145400.00
3	**Overhead Cost**				
3.01	Health Check Up for 2 years	65.00	No's	14600.00	949000.00
3.02	Safety Gear , Uniforms and PPE for 2 years	65.00	No's	14600.00	949000.00
3.03	Administrative Charges & Contingencies	65.00	No's	7300.00	474500.00
Total in Figures					46864203.00
Quoted Rate in Figures	**(Contractor Profit % age)**		**Excess (+)**	**Quoted**	**Quoted**

Note –

1. BIDDERS WILL BE REQUIRED TO QUOTE THEIR CONTRACTOR'S MARGIN AS PERCENTAGE (%). ALL COMPONENTS UNDER OVERHEADS COST- SUCH AS ADMINISTRATIVE CHARGES, HEALTH CHECK UP, SAFETY GEAR , UNIFORMS AND PPE AND CONTINGENCIES WILL REMAIN FIXED .
2. WAGES SHALL BE PAID IN ACCORDANCE WITH THE VDA RATES NOTIFIED BY THE GOVERNMENT OF ASSAM, AS REVISED FROM TIME TO TIME.
3. **BIDDERS ARE REQUESTED NOT TO QUOTE THE PERCENTAGE IN NEGATIVE . ANY QUOTATION WITH PERCENTAGE QUOTE NEGATIVE SHALL BE REJECTED WITHOUT ANY CONSIDERATION** .
4. BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UN-PRICED BID DOCUMENT .
5. QUOTED AMOUNT SHALL BE INCLUSIVE OF ALL OTHER TAXES BUT EXCLUSIVE OF GST.
6. CONTRACTUAL WORKERS WHOSE MONTHLY WAGES EXCEED Rs 21,000/- ARE NOT COVERED UNDER ESIC SUBJECT TO THE APPLICABILE STATUTORY PROVISIONS.
7. THE BASIC WAGE RATES WILL BE PERIODICALLY REVISED BY THE COMPANY AS PER THE GOVERNMENT OF ASSAM'S NOTIFICATIONS. STATUTORY CONTRIBUTIONS , HOLIDAY PAY AND LEAVE WITH WAGES WILL BE ADJUSTED ACCORDINGLY .

SECTION – VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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

SECTION – VIII

ANNEXURES

Annexure

PROFORMA FOR EMD

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, G.S. Road, Guwahati-5, Assam, India (hereinafter called ' the Owner' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s ……. (Hereinafter called 'the said Tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. ……. for …… hereinafter called 'the said Tender' of such earnest money deposit for the due fulfillment by the said Tenderer(s) of the terms and conditions contained in the said tender…….. 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 the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer(s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

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

4. NOTWITHSTANDING anything contained hereinabove,

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

b. This guarantee shall be valid upto _____.

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

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

dated……. day of…….. 20…….

Corporate seal for bank

Annexure - 2

INTEGRITY PACT

BETWEEN

Assam Petrochemicals Ltd., hereinafter referred to as "The Principal",

AND

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder / Contractor

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

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

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

c) The Bidder / Contractor will not commit any offence under the IPC / PC Act; further the Bidder / 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 / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder, before award of contract has committed a transgression through a violation of

Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

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

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

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused

by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

Section 4 - Compensation for Damages

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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) If the Monitor has reported to the MD of the Principal substantiated suspicion of an offence under the IPC / PC Act and the MD has not, within reasonable time, taken

visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India,

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

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

_____ FOR THE PRINCIPAL

_____ FOR THE BIDDER/CONTRACTOR

WITNESS 1

WITNESS 2

Place : _____

Tender No. : APL/C&P/HR/2026-27/693

Date: _____

Annexure - 3

BIDDER'SGENERALINFORMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**

Tender No – APL/C&P/HR/2026-27/693

1	BidderName (With Contact Person Name &Details)	
2	StatusofFirm	Proprietorship Firm/Partnership firm/Limited/Others IfOthersSpecify:_____ [Enclose
3	NameofProprietor/Partners/ Directorsofthefirm/company	
4	NumberofYearsin Operation	
5	AddressofRegisteredOffice: *In case of Partnership firm, encloselettermentioningcurrentaddressofthe firm and the full names and currentaddressesofallthepartnersofthefirm.	 City: District: State: PIN/ZIP:
6	OperationAddress (ifdifferentfromabove)	 City: District: State: PIN/ZIP:
8	Telephone Number[Mobile&Landline]	_____ (Country Code) (AreaCode) (TelephoneNo.)
9	E-mailaddress	
10	Website	

11	FaxNumber:	(Country Code) (AreaCode) (TelephoneNo.)
12	ISOCertification,ifany	{Ifyes, pleasefurnish details}
13	BidCurrency	
14	Banker'sName	
15	Branch	
17	Bankaccountnumber	
18	PANNo.	[Enclosecopyof PANCard]
19	GSTNo.	[EnclosecopyofGSTRegistration Certificate]
20	EPFRegistrationNo.	[EnclosecopyofEPFRegistrationCertificate]
21	We(Bidder)arecoverunderthedefinitionofsection2(n)oftheMSMEDAct	Yes/No *(If the response to the above is 'Yes", Bidder toprovide Purchaser a copy of the EntrepreneursMemorandum(EM)filledwitht heauthorityspecifiedbythe respectiveStateGovernment.)*
22	WhetherMicro/SmallEnterprise	(BiddertosubmitdocumentsasspecifieditITB)
23	TypeofMicro/SmallEnterprise	General/SC / ST (Bidderwillsubmitdocumentaryevidencefor thesame).
24	Typeof Entity	Corporate/Non-Corporate(AsperServicetaxAct). (IncaseofNon-CorporateEntity,bidderwillsubmit documentary evidenceforsame).

Place:

[Signature of Authorized Signatory of Bidder]Date:

Name:

Designation:

Seal:

Annexure - 4

BID FORM

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**

Tender No – APL/C&P/HR/2026-27/693

DearSir,

After examining / reviewing the Bidding Documents for the tender of"_____" includingSpecifications & Scope of Work", "General Conditions of Contract [GCC]","Special Conditions ofContract[SCC]"and"ScheduleofRates[SOR/BOQ]",etc.thereceiptofwhichishereby dulyacknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and inconformitywiththesaidBidDocuments,including Addenda/Corrigenda Nos._____.

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" asspecifiedin Section-IIoftender document.

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

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

Weunderstand that youarenot bound toaccept thelowest pricedorany Bid thatyou may receive.

Place: [SignatureofAuthorizedSignatoryofBidder]
Date: Name:
Designation:

Seal:

Dulyauthorized tosignBid forand onbehalf of_____

[SignatureofWitness]

Name of Witness:

Address:

Annexure - 5

LIST OF ENCLOSURES

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**
Tender No – APL/C&P/HR/2026-27/693

DearSir,

Weareenclosingthefollowingdocumentsaspartofthebid:

1. PowerofAttorneyofthesignatorytotheBiddingDocument.
2. Document showing annual turnover for the last three years such as annual reports,profit and loss account, net worth etc. along with information as sought in enclosed"Annexure – 12'. In case, financial results (Balance sheet and profit & Loss account statement) of FY:2020-21isnotauditedontheduedateof'submissionofbid/bidclosingdate',Certification/Confirmationthatfinancialresults(Balancesheetandprofit&Lossaccountstatement)ofFY:2020-21is not audited on the due date of 'submission of bid/bid closing date' duly signed and stamped by a**CharteredAccountant**with MembershipNumber
3. DocumentshowingFinancialSituationInformationassoughtinenclosed' Annexure – 12'.
4. Copy of Bidding Documents along with addendum/corrigendum duly signed andsealedoneachpage,intokenofconfirmationthatBidDocumentsareconsideredinfullwhilepreparingthebidandincaseofaward,workwillbeexecutedinaccordancewiththeprovisionsdetailedinBidDocuments.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria.
6. EMD/BidBond*
7. PowerofAttorney*
8. Dulycertifieddocumentfromcharteredengineerandorcharteredaccountant.

Note:

*Incaseofe-biddingthebidderhastheoptiontosubmitspecifieddocumentsinphysicalformon/beforethebid due date or withinseven daysfromthe bid opening date.

However, scanned copy of these (same)documents mustbesubmitted on-line aspart of e-bid beforethe bidduedate/time.

Place: [SignatureofAuthorizedSignatoryofBidder]

Date: Name:

Designation:

Seal:

Annexure - 6

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-BidMeetings'/'Un-pricedBidOpening'/'PriceBidOpening']

Ref: Date:

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**
Tender No – APL/C&P/HR/2026-27/693

DearSir,

I/We,_____hereby authorize the following representative(s)for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price BidOpening'andforanysubsequentcorrespondence/communicationagainstthe aboveBiddingDocuments:

(1) Name&Designation_____Signature_____
Phone/Cell:
Fax:
E-mail:…….. @……
(2) Name&Designation_____Signature_____
Phone/Cell:
Fax:
E-mail:…….. @……

Weconfirmthatweshallbeboundbyallcommitmentsmadebyaforementionedauthorisedrepresentative(s).

Place: [SignatureofAuthorizedSignatoryofBidder]
Date: Name:
Designation:
Seal:

Note:This **"Letter of Authority"** should be on the **"letterhead"**of the Firm / Bidder and should be signed by aperson competent and having the **'Power of Attorney' to bind** the Bidder. Not more than 'two [02] personsper Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Biddersauthorizedrepresentativeisrequiredtocarryacopyofthisauthorityletterwhileattendingtheun-pricedandpricedbid opening, the same shallbe submittedto APL.

Tender No. : APL/C&P/HR/2026-27/693

Annexure - 7

"NO DEVIATION" CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**
Tender No – APL/C&P/HR/2026-27/693

DearSir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We,therefore,certifythatwehavenottakenany'exception/deviation'anywherei ntheBidandweagreethatifany'deviation/exception'ismentionedornoticed,our Bidmayberejected.

Place:

Date:

[SignatureofAuthorizedSignatoryofBidder]

Name:
Designation:
Seal:

Annexure - 8

DECLARATIONREGARDINGHOLIDAY/BANNINGANDLIQUIDATION,COURTRECEIVERSHIP

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**
Tender No – APL/C&P/HR/2026-27/693

DearSir,

We hereby confirm that we are not on 'Holiday' by APL or Public Sector ProjectManagement Consultant (like EIL, Mecon only due to "poor performance" or "corrupt andfraudulent practices")or banned by Government department/ Public Sector on due date ofsubmissionofbid.

Further, we confirm that neither we nor our allied agency/(ies) (asdefined in the Procedurefor Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices)are on banning listofAssam Petro-chemicals Limited.

Wealsoconfirmthatwearenotunderanyliquidation,courtreceivershiporsimilar proceedingsor'bankruptcy'.

In case it comes to the notice of APL that the bidder has given wrong declaration in thisregard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per theProcedureforactionin caseofCorrupt/Fraudulent/Collusive/CoercivePractices.

Further, we also confirm that in case there is any change in status of the declaration prior toawardof contract,thesame willbepromptly informedtoAPLbyus.

Place:

Date:

[SignatureofAuthorizedSignatoryofBidder]

Name:
Designation:
Seal:

Annexure - 9

AGREED TERMS & CONDITIONS

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**
Tender No – APL/C&P/HR/2026-27/693

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid andshould be returned along with Un-priced Bid. Clauses confirmed hereunder need not berepeatedin theBid.

Sl.	DESCRIPTION	BIDDER'SCONFIRMATION
1	Bidder'snameandaddress	
2.	Pleaseconfirmthe currencyofquotedpricesisinIndianRupees.	
3.	Confirm quoted prices will remain firm and fixed tillcompleteexecution ofthe order.	
4	Rateofapplicable GST	
a	ApplicableGSTis	CGST+SGST/IGST (Pleasetickasapplicable)
b	CGST+SGST	……%age
c	IGST	……
d	Cess(ifany)	……%age
e	ServiceAccountingCodes(SAC)hasbeensubmittedandmentioned in un-priced SOR	
5.	i) ConfirmacceptanceofrelevantTermsofPaymentspecifiedin theBid Document. ii) Incaseofdelay,thebillsshallbesubmittedafterdeductingthe price reduction dueto delay.	

6.	ConfirmthatContractPerformanceBankGuaranteewillbefurnisheda s per Bid Document.	
7.	ConfirmthatContractPerformanceBankGuaranteeshallbefromanyIn dianscheduledbankorabranchofanInternationalbanksituatedinIndia andregisteredwithReserve bank of India as scheduled foreign bank. However,incaseofbankguaranteesfrombanksotherthantheNationali sed Indian banks, the bank must be a commercialbank having net worth in excess of Rs.100 crores and adeclaration to this effect shall be made by such commercialbank either in the Bank Guarantee itself or separately on itsletterhead.	
8.	Confirmcompliance toCompletion Schedule as specifiedin Bid document. Confirm contract period shall be reckonedfromthedate of FaxofIntent.	
9.	ConfirmacceptanceofPriceReductionSchedulefordelayincompletio n schedule specified in Bid document.	
10.	a) ConfirmacceptanceofalltermsandconditionsofBidDocument(a ll sections). b) Confirmthatprintedtermsandconditionsofbidderarenotapplicab le.	
11.	Confirmyourofferisvalidfor3monthsfromFinal/Extended due date of opening of Techno-commercialBids.	
12.	PleasefurnishEMD/BidSecuritydetails: a) EMD/Bid SecurityNo. & date b) Value c) Validity	
13.	ConfirmacceptancetoallprovisionsofITBreadinconjunctionwith Bid Data Sheet (BDS).	
14.	ConfirmthatAnnualReportsforthelastthreefinancialyearsarefurnish ed alongwith theUn-pricedBid.	
15.	Confirmthat,incaseofcontradictionbetweentheconfirmationsprovid edinthisformatandterms&conditionsmentionedelsewhereintheoffer ,theconfirmationsgiven in thisformat shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of anyDirector of Owner or the bidder is a firm in which anyDirectorofOwner/ APL orhis relative is apartner.	
17.	AllcorrespondencemustbeinENGLISHlanguageonly.	
18	Owner reserves the right to make any change in the terms &conditions of the TENDER/BIDDING DOCUMENT and torejectany or all bids.	

19	ConfirmthatallBankchargesassociatedwithBidder'sBankshall beborneby Bidder.	
20	ConfirmacceptanceofAntiprofiteeringclauseno.171ofGSTAct.	
21	a)Whetherbidder **falls underMSEAct**.	

Place:

Date:

[SignatureofAuthorizedSignatoryofBidder]

Name:
Designation:
Seal:

Annexure - 10

BIDDER'S EXPERIENCE

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **HIRING OF MAN MANAGEMENT SERVICES FOR ASSISTANCE IN OPERATION/C&P/TS DEPARTMENT OF ASSAM PETRO-CHEMICALS LIMITED**

Tender No – APL/C&P/HR/2026-27/693

DearSir,

Sl. No	Description of theServices	LOA /WONo. anddate	Value of Contract /Order(*Specify*Currency Amount)	Date ofCommencement ofServices	Date ofActualCompletion
(1)	(2)	(3)	(4)	(5)	(6)

Place: [SignatureofAuthorizedSignatoryofBidder]

Date: Name:
Designation:
Seal:

Annexure - 11

FORMATFORCERTIFICATEFROMBANKIFBIDDER'SWORKING CAPITALIS INADEQUATE

(Tobeprovidedon Bank'sletterhead)

Date:

To,

M/sASSAM PETROCHEMICALSLIMITED

- - - - - - - - - - - - -

DearSir,

This is to certify that M/s …….. (name of the bidder withaddress)(hereinafterreferredto as Customer)is anexistingcustomer of ourBank.

TheCustomerhasinformedthattheywishtobidforAPL'sRFQ/Tenderno..... .....dated …… for……..(Name of the supply/work/services/consultancy) andas per the terms of the said RFQ/Tender they have to furnish a certificate from their Bankconfirming theavailabilityoflineofcredit.

AccordinglyM/s……..(nameoftheBankwithaddress)confirmsavailabilityoflineofcredittoM/s ..... (nameofthebidder)foratleastanamountofRs..... ..... (TotalWorkingCapitalAmount)tomeettheinadequacyinWorkingCapital.

ItisalsoconfirmedthatthenetworthoftheBankismorethanRs.100Crores(orEquivalent USD)andtheundersignedisauthorizedtoissuethiscertificate.

Yourstruly

for..... (Name&address ofBank)

(Authorized signatory)Nameo fthe signatory :

Designation :

Stamp

Annexure - 12

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLICACCOUNTANT(CPA)FORFINANCIAL CAPABILITYOFTHEBIDDER

We have verified the Audited Financial Statements and other relevant records ofM/s..... (Nameofthebidder) andcertify thefollowing:

A. AUDITEDANNUAL TURNOVER* OFLAST 3 YEARS:

Year	Amount(Currency)
Year1:	
Year2:	
Year3:	

B. NETWORTH*ASPERLAST AUDITEDFINANCIALSTATEMENT:

Description	**Year____**
	Amount(Currency)
1.NetWorth	

C. WORKINGCAPITAL*AS PERLAST AUDITED FINANCIALSTATEMENT:

Description	**Year____**
	Amount(Currency)
1.CurrentAssets	
2.CurrentLiabilities	
3.Working Capital (Current Assets-Currentliabilities)	

ReferInstructions

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

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

[SignatureofAuthorizedSignatory]
Name:
Designation:

Instructions:

1. TheSeparate Pro-formashall beusedfor each memberin caseof JV/ Consortium.
2. Thefinancialyearwouldbethesameasonenormallyfollowedbythebidderforits Annual Report.
3. The bidder shall provide the audited annual financial statements as required for thisTender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. Forthepurposeofthis Tender document:
   (i) **AnnualTurnover**shallbe"SaleValue/OperatingIncome"
   (ii) **WorkingCapital**shallbe"CurrentAssetslessCurrentliabilities"and
   (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus lessaccumulatedlosses,deferredexpenditureandmiscellaneousexpenditurenotwrittenoff, ifany.
5. **Above figures shall be calculated after considering the qualification, if any, made bythe statutory auditor on the audited financial statements of the bidder includingquantifiedfinancial implication.**
6. Thiscertificateisto besubmittedon theletterheadof CharteredAccountant/CPA

Annexure - 13

FORMAT FOR MARKS CLAIMED BY THE BIDDER AGAINST EACH QUALITY PARAMETERS

Sl No.	Quality Criteria	Max Marks	Marks claimed by the BIDDER
1.	Experience of Undertaking Similar Assignment, in terms of years of providing services	**30**	
2.	Experience of Undertaking Similar Assignment, in terms of number of contracts executed	**20**	
3.	Experience of Undertaking Similar Work, in terms of total value of the contract executed	**20**	
4.	Numbers of Manpower On Roll	**20**	
5.	Company Safety, Health & Environment Policy Documentation and/or Certification	**10**	

Place:

Date:

[SignatureofAuthorizedSignatoryofBidder]

Name:

Designation:

Seal: