ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

Tender Document

For

"Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract"

Tender No. APL/C&P/Proj-F-II/Civil/2022-23/073

ASSAM PETRO-CHEMICALS LIMITED

Contracts & Purchase Department
P.O. Parbatpur, Namrup – 786623 (Assam)

Ref.No. APL/C&P/Proj-F-II/Civil/2022-23/073 **Dated : 26/11/2022**

NOTICE INVITING TENDER

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

Name of Work	Earnest Money	Tender Processing Fees
Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract	**Rs 5,68,000/-**	**Rs 5,680/-**

BID DOCUMENT ISSUE PERIOD	**From 13.00 Hrs on dt. 26/11/2022 up to 15.00 Hrs on dt. 19/12/2022**
LAST DATE OF BID SUBMISSION	**Up to 15.00 Hrs on dt. 19/12/2022**
PRE-BID MEETING	**At 10.00 hrs on 06.12.2022**
BID OPENING DATE	**At 15.00 Hrs on dt. 20/12/2022**
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. 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 proposed site for 200 TPD Formaldehyde Plant is situated at Boitamari 17 KM from district head quarter Bongaigaon, Assam. Bongaigaon district is located in the western part of Assam .

2. GENERAL FEATURES AND SCOPE OF THE WORK:

2.1. General

a) A brief description of work shall be Construction of 20 Bed Hostel with 2Nos VIP room including Kitchen, Dining and Club room for the employees of APL stationed at Boitamari for running of 200 TPD Formalin Plant and Transshipment Centre. The Hostel should be designed considering state of art facilities with additional importance to the aesthetics to suit the climate of project site and industrial working condition.

b) ENGINEER shall have the right at all times to inspect all operations including the sources of materials, procurement, layout and storage of materials, the concrete batching and mixing equipment, and the quality control system. Such an inspection shall be arranged and ENGINEER's approval obtained, prior to starting of concrete work. This shall, however, not relieve CONTRACTOR of any of his responsibilities. All materials, which do not conform to this specification, shall be rejected.

c) Materials should be selected so that they can satisfy the design requirements of strength, serviceability, safety, durability and finish with due regards to the functional requirements and the environmental conditions to which the structure will be subjected. Materials complying with codes/standards shall only be used. Other materials may be used after approval of the ENGINEER and after establishing their performance suitability based on previous data, experience or tests.

d) Curing shall be started as soon as the applied plaster has hardened sufficiently so as not to be damaged when watered. Curing shall be done by continuously applying water in a fine spray and shall be carried out for atleast 7 days

e) The Contractor's scope of work shall cover furnishing all materials, handling of material, equipment, plant, labour, transport, approach roads, tools and all other services

necessary for the complete execution of works, including all surveying and setting out necessary for the works including transfer of levels from existing available bench mark and clean-up of working areas after completion of the works.

f) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.

g) No electricity will be provided to the bidder if necessary, the bidder has make own arrangement of electricity.

h) This document conveys the minimum basic requirements to be considered for the design of buildings , however, Contractor to fulfill all additional design requirements conforming to relevant codes and standard for Building specifications as per CPWD and Standard codes.

2.2. CONTRACTOR SHALL COMPLY TO THE FOLLOWING TECHNICAL REQUIREMENTS

a) Within 10 days of receipt of Letter of Intent (LOI) the Contractor shall submit a detailed methodology for carrying out all works as per the scope of the tender, details of main equipments, procurement specifications for all materials to be procured which shall be approved by the Engineer in charge before placement of order. These submittals shall be consistent with the general information submitted by the Contractor with his Tender and with modifications, if any, subsequently agreed to by the Engineer-in-Charge and the Contractor.

b) The selected Contractor will undertake "Detailed Engineering and Architectural Design, Construction of Hostel accommodation consisting of all Civil ,Electricaland Mechanical Works, as required by APL to complete at Boitamari. All the Designs will be vetted by Govt. Engineering Institute as approved by the employer and the subsequent cost will be borne by the selected contractor. All the drawings have to be finally approved by APL unless otherwise any changes or modifications need to be carried out to the satisfaction of APL.

c) In case of any conflict between these components, higher scope of work shall prevail. The decision of the Engineer-in-Charge shall be final and binding on the contractor. The building has to be design and constructed as per the indicative Architectural drawings uploaded with the tender. Any minor changes required during construction of work are within the scope of the contract.

d) The plinth area of the building should be not less than 1100 sqm.
Minimum Area break-up for the rooms has to be design as per given below

S.NO	ROOM SIZE	NOS	SIZE(SQM)
1	Bedroom With Attached Toilet and Attached Almirah	20	26.64 FOR EACH ROOM
2	Dining Area with Attached Toilet and Wash Basin	1	35
3	Kitchen with store and utilities room	1	30
4	Club Room	1	55
5	Suit Room	2	60
6	Corridor and Staircase	1	As per requirement
7	Lobby	1	27
8	Drain	L/s	

9	Water Tank with Staging & Iron Removal Filter	L/s	10000
10	Internal Water Supply and Sanitary Installation	L/s	
11	External Water Supply Connections	L/s	
12	Water Proofing	L/s	

e) All the furniture's and electrical equipments listed below are in the scope of contractor

i. List of Furniture's:
   a. Sofa Set 2Nos
   b. Dining Set 6 Seater = 4 Nos
   c. Bed Double 22 Nos
   d. Bed Single 4 Nos
   e. Dressing Table 22 Nos
   f. Bedside Table 22 Nos
   g. Study Table 22 Nos
   h. Study Chair 22 Nos

ii. List of Electrical Appliances
   a. AC 1.5 Ton 22 Nos
   b. Refrigerator 1 No
   c. TV unit 22 Nos
   d. Geyser 22 Nos
   e. Stabilizer
   f. Mixer Grinder
   g. Kettle
   h. Inverter with all accessories 150mh 7nos
   i. Water Purifier

f) The brand of the furniture and Electrical Appliances should be approved prior to installation. (Brand suggested for Furniture are Nilkamal,Cosmo,Zorin,Elder and For Electrical Appliances Sony, Lg, Bajaj, Samsung ,Tata, Luminous, Microtek)

g) The Contractor shall take into account the peak demand on materials according to the approved construction schedule.

h) Contractor shall ensure that all necessary construction tolerances shall be adhered during construction as specified in the drawing/Technical specifications or as per relevant IS standards and/or as directed by the Engineer in charge.

i) Contractor shall submit necessary material consumption calculations which shall be approved by engineer in charge during execution of work.

j) Contractor to ensure that all concrete properties are achieved as specified in IS code. And also acceptance criteria of concrete shall be based on IS 456 and other relevantIS codes with latest revisions.

k) All masonry works shall be carried out with cement mortar mix prepared using nominal Mix.

l) Bidders shall be deemed to be fully conversant with the Specifications including technical specifications, drawings, general conditions, instructions to bidders, etc and all terms and conditions of the Invitation to Bid. The Bid shall be prepared and submitted strictly in accordance with the requirements of this bid document. No deviations with Specifications, general conditions, etc, are allowed.

m) Technical Specifications of Materials should follow the guidelines as per CPWD Specifications, relevant IS codes of latest version, National Building Code latest version, CPWD List of approved make of civil and electrical work.

n) All specified codes, guidelines and specifications means latest revisions published till the time of tendering.

2.3. SUB-SOIL DATA

The OWNER has briefly carried out the soil investigations. However, Bidder is advised to visit the site and get acquainted with the site conditions, etc. The geotechnical report has been uploaded in another attachment.

2.4. CEMENT

The CONTRACTOR shall arrange to supply 43/53 grade OPC (Ordinary Portland Cement) or PPC Cement from time to time. Necessary tests on cement, if required and as directed by ENGINEER shall be done by CONTRACTOR at his own cost. CONTRACTOR shall make available adequate shuttering and staging materials and make sufficient fabrication arrangements. No delays and extra claims shall be entertained by APL on this account. CONTRACTOR shall make temporary arrangement for storage of the Cement at his own cost. The location for this storage shall be as directed by ENGINEER/OWNER. If the space available within the OWNER's plot premises is limited, the CONTRACTOR shall make his own arrangement for storage of cement. (Brand of Cement: Dalmia, ACC, Ambuja)

2.5. CONCRETE

(a) All the structural concrete of grade M20 shall be of Design Mix Concrete. Grade of concrete will be indicated in the respective drawings. All concrete shall be dense and water tight and with finish as specified. CONTRACTOR shall exercise great care while designing the concrete mix and executing the works to achieve the desired result.

(b) The minimum cement content for M20 Concrete Grade of Concrete shall be as per the relevant IS Codes.

(c) Mix Design is necessary for Concrete. However preliminary tests & works tests shall be carried out as per IS:456.

(d) Before concrete is actually placed in position, the inside of the formwork shall be cleaned and mould oil applied, inserts and reinforcement shall be correctly positioned and securely held, necessary openings, pockets, etc. Provided.

(e) All arrangements-formwork, equipment and proposed procedure, shall be approved by ENGINEER. CONTRACTOR shall maintain separate Pour Card for each pour as per the format enclosed.

(f) Before resuming concreting on a surface which has hardened all laitance and loose aggregates shall be thoroughly removed by wire brushing and/ or hacking, the surface washed with high pressure water jet and treated with thin layer of cement slurry for vertical joints and a 15 mm thick layer of cement sand mortar for horizontal joints, the ratio of cement and sand being the same as in the concrete mix.

(g) When concreting is to be resumed on a surface, which has not fully hardened, all laitance shall be removed by wire brushing, the surface wetted, free water removed and a coat of cement slurry applied. On this a layer of concrete not exceeding 150 mm thickness shall be placed and well rammed against the old work. Thereafter work shall proceed in the normal way.

(h) Approved epoxy Bonding agent, for bond between old (say 28 days or more) and new concrete may also be used as per manufacturer's specifications.

2.6. FORM WORK

Form work for the slabs and columns shall be adequate in quantity so as to meet the proposed schedule. Multiple sets of formwork shall be kept ready if required. A detailed plan of fixing the shuttering, laying of concrete and de shuttering after desired period shall be prepared. Exclusively new shuttering shall be procured & used for the proposed work at this site. The formwork and staging shall be sufficiently strong to carry dead loads of slabs, movement of people, vibrations due to machinery etc. All the staging arrangement, struts, jacks, ties and beam frames shall be capable of carrying the loads at all heights corresponding to this thickness.

(a) Formwork shall be all inclusive and shall consist of but not limited to shores, bracings, sides of footings, walls, beams and columns, bottom of slabs, etc. including ties, anchors, hangers, inserts, false work, wedges, etc.

(b) The design and engineering of the formwork as well as its construction shall be the responsibility of CONTRACTOR. However, if so directed by ENGINEER, the drawings and calculations for the design of the formwork shall be submitted to ENGINEER for approval.

(c) Formwork shall be designed to fulfill the following requirements:

(d) Sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and appropriate to the methods of placing and compacting.

(e) Capable of providing concrete of the correct shape and surface finish within the specified tolerance limits

(f) Capable of withstanding without deflection the worst combination of self weight, reinforcement and concrete weight, all loads and dynamic effects arising from construction and compacting activities, wind and weather forces.

(g) Capable of easily striking without shock, disturbance or damage to the concrete.

(h) Soffit forms capable of imparting a camber if required.

(i) Soffit forms and supports capable of being left in position if required.

(j) Capable of being cleaned and/or coated if necessary immediately prior to casting the concrete; design temporary openings where necessary for these purposes and to facilitate the preparation of construction joints.

(k) The formwork may be of lined timber, waterproof / plastic coated plywood, steel, plastic depending upon the type of finish specified. Sliding forms and slip form may be used with the approval of ENGINEER. Timber for formwork shall be well seasoned, free from sap, shakes, loose knots, worm holes, warps and other surface defects. Joints between formwork and formwork and between formwork and structure shall be sufficiently tight to prevent loss of slurry from concrete using foam and rubber seals.

(l) The faces of formwork coming in contact with concrete shall be cleaned and two coats of approved mould oil applied before fixing reinforcement. All rubbish, particularly chippings, shavings, sawdust, wire pieces, dust etc. shall be removed from the interior of the forms before the concrete is placed. Where directed, cleaning of forms shall be done by blasting with a jet of compressed air at no extra cost.

(m) Forms intended for reuse shall be treated with care. Forms that have deteriorated shall not be used. Before reuse, all forms shall be thoroughly scraped, cleaned, nails removed, holes suitably plugged, joints repaired and warped lumber replaced to the satisfaction of ENGINEER. CONTRACTOR shall equip himself with enough quantity of shuttering to allow for wastage so as to complete the job in time.

(n) Permanent formwork shall be checked for its durability and compatibility with adjoining concrete before it is used in the structure. It shall be properly anchored to the concrete

(o) CONTRACTOR shall provide adequate props of adjustable steel pipes carried down to a firm bearing without overloading any of the structures.

(p) The shuttering for beams and slabs shall be so erected that the side shuttering of beams can be removed without disturbing the bottom shuttering. If the shuttering for a column is erected for the full height of the column, one side shall be built up in sections as placing of concrete proceeds or windows left for placing concrete from the side to limit the drop of concrete to 1.5 m or as directed by ENGINEER. CONTRACTOR shall temporarily and securely fix items to be cast (embedment/inserts) in a manner that will not hinder the striking of forms or permit loss of grout.

(q) Formwork showing excessive distortion, during any stage of construction, shall be removed. Placed concrete affected by faulty formwork, shall be entirely removed and formwork corrected prior to placement of new concrete at CONTRACTOR's cost.

(r) The striking time for formwork shall be determined based on the following requirements:

i) Development of adequate concrete strength;
ii) Permissible deflection at time of striking form work;
iii) Curing procedure employed - its efficiency and effectiveness;
iv) Subsequent surface treatment to be done;
v) Prevention of thermal cracking at re-entrant angles;
vi) Ambient temperatures; and Aggressiveness of the environment (unless immediate adequate steps are taken to prevent damage to the concrete).

2.7. BRICK WORK

i. Bricks used in the works shall conform to the requirements laid down in IS 1077. The class of the bricks shall be as specifically indicated in the respective items of work.

ii. The nominal size of the modular brick shall be 200mm x 100mm x 100mm with the permissible tolerances over the actual size of 190mm x 90mm x 90mm as per IS 1077. The nominal thickness of one brick and half brick walls using modular bricks shall be considered as 200 mm and 100 mm respectively. In the event of use of traditional bricks of nominal size 230mm x ll5mm x 75mm with tolerance upto +3 mm in each dimension, one brick and half brick walls shall be considered as 230 mm and 115 mm respectively.

iii. Bricks shall be sound, hard, and homogenous in texture, well burnt in kiln without being vitrified, hand/machine moulded, deep red, cherry or copper coloured, of regular shape and size & shall have sharp and square edges with smooth rectangular faces. The bricks shall be free from pores, cracks, flaws and nodules of free lime. Hand moulded bricks shall be moulded with a frog and those made by extrusion process may not be provided with a frog. Bricks shall give a clear ringing sound when struck and shall have a minimum crushing strength of 7.5N/sq.mm unless otherwise specified in the item.

iv. The average water absorption shall not be more than 20 percent by weight upto class 7.5 and 15 percent by weight for higher classes. Bricks which do not conform to this requirement shall be rejected. Over or under burnt bricks are not acceptable for use in the works.

v. Sample bricks shall be submitted to the ENGINEER for approval and bricks supplied shall conform to approved samples. If demanded by ENGINEER, brick samples shall be got tested as per IS 3495 by CONTRACTOR at no extra cost to OWNER. Bricks rejected by ENGINEER shall be removed from the site of works within 24 hours

vi. Mortar for brick masonry shall consist of cement and sand and shall be prepared as per IS 2250. Mix shall be in the proportion of 1:4 for brickwork of thickness one brick or above and 1:4 for brickwork of thickness half brick or below, unless otherwise specified in the respective items of work. Sand for masonry mortar shall conform to IS 2116. The sand shall be free from clay, shale, loam, alkali and organic matter and shall be of sound, hard, clean and durable particles. Sand shall be approved by ENGINEER. If so directed by the ENGINEER, sand shall be screened and washed till it satisfies the limits of deleterious materials.

vii. For preparing cement mortar, the ingredients shall first be mixed thoroughly in dry condition. Water shall then be added and mixing continued to give a uniform mix of required consistency. Mixing shall be done thoroughly in a mechanical mixer, unless hand mixing is specifically permitted by the ENGINEER. The mortar thus mixed shall be used as soon as possible, preferably within 30 minutes from the time water is added to cement. In case, the mortar has stiffened due to evaporation of water, this may be re-tempered by adding water as required to restore consistency, but this will be

permitted only upto 30 minutes from the time of initial mixing of water to cement. Any mortar which is partially set shall be rejected and shall be removed forthwith from the site. Droppings of mortar shall not be re-used under any circumstances.

viii. The CONTRACTOR shall arrange for test on mortar samples if so directed by the ENGINEER.

2.8. WORKMANSHIP

i. Workmanship of brick work shall conform to IS: 2212. All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. The cement mortar for brick masonry work shall be as specified in the respective item of work. Brick work 200mm/230mm thick and shall be laid in English Bond unless otherwise specified. 100mm/115mm thick brickwork shall be laid with stretchers. For laying bricks, a layer of mortar shall be spread over the full width of suitable length of the lower course. Each brick shall be slightly pressed into the mortar and shoved into final position so as to embed the brick fully in mortar. Only full size bricks shall be used for the works and cut bricks utilised only to make up required wall length or for bonding. Bricks shall be laid with frogs uppermost.

ii. All brickwork shall be plumb, square and true to dimensions shown. Vertical joints in alternate courses shall come directly one over the other and be in line. Horizontal courses shall be levelled. The thickness of brick courses shall be kept uniform. In case of one brick thick or half brick thick wall, at least one face should be kept smooth and plane, even if the other is slightly rough due to variation in size of bricks. For walls of thickness greater than one brick both faces shall be kept smooth and plane. All interconnected brickwork shall be carried out at nearly one level so that there is uniform distribution of pressure on the supporting structure and no portion of the work shall be left more than one course lower than the adjacent work. Where this is not possible, the work shall be raked back according to bond (and not saw toothed) at an angle not exceeding 450. But in no case the level difference between adjoining walls shall exceed one metre. Brick-work shall not be raised more than one metre per day.

iii. During inclement weather conditions, newly built brick masonry works shall be protected by tarpaulin or other suitable covering to prevent mortar being washed away by rain.

iv. Brickwork shall be kept constantly moist on all the faces for at least seven days. The arrangement for curing shall be got approved from the ENGINEER.

v. Double scaffolding having two sets of vertical supports shall be provided to facilitate execution of the masonry works. The scaffolding shall be designed adequately considering all the dead, live and possible impact loads to ensure safety of the workmen, in accordance with the requirements stipulated in IS:2750 and IS:3696 (Part 1). Scaffolding shall be properly maintained during the entire period of construction. Single scaffolding shall not be used on important works and will be permitted only in certain cases as decided by the ENGINEER. Where single scaffolding is adopted, only minimum number of holes, by omitting a header shall be left in the masonry for supporting horizontal scaffolding poles. All holes in the masonry shall be carefully made good before plastering/painting.

vi. CONTRACTOR shall note that the unit rates quoted for the masonry work shall be deemed to include for the installation of miscellaneous inserts such as pipe sleeves, bolts, steel sections with anchors etc. and providing pockets, leaving openings, cutting chases etc. in accordance with the construction drawings. Miscellaneous inserts shall he either supplied FREE by the OWNER or to be furnished by the CONTRACTOR. Any of the miscellaneous inserts which are required to be fabricated and supplied by the CONTRACTOR and cement concrete to be provided in the pockets for the hold fasts of door/window frames etc. shall however, be measured and paid separately under the respective items of work.

vii. Measurement shall be in cu.m correct to two places of decimal for brickwork of thickness one brick i.e. 200mm/230mm and above. Measurement shall be in sq.m correct to two places decimal for facing brickwork and brickwork of thickness half brick i.e. l00mm/115mm and below. Measurement shall be for the quantities as actually executed duly deducting for openings, lintels, transoms/mullions etc. All concrete works shall be measured and paid for separately under the respective items of work.

2.9. STRUCTURAL STEEL WORKS

a) Fabrication Yard:
The CONTRACTOR shall make at his own cost the arrangement for the structural steel fabrication yard.

b) Painting On Steel Structure
Surfaces to be painted on steel structure shall be as per Engineer in-Charge.

c) Fabrication Drawings
CONTRACTOR shall prepare detailed fabrication and erection drawings based on the design drawings furnished by ENGINEER as called for in component specification “Fabrication of Structural Steel”. Fabrication shall be taken up only after ENGINEER's approval of the drawings

2.10. EXCAVATION

All excavation work shall be carried out by mechanical equipment unless, in the opinion of the ENGINEER, the work involved and time schedule permit manual work. Excavation for permanent work shall be taken out to such widths, lengths, depths and profiles as are shown on the drawings or such other lines and grades as may be specified by the ENGINEER. Rough excavation shall be carried out to a depth 150 mm above the final level. The balance shall be excavated with special care. Soft pockets shall be removed even below thefinal level and extra excavation filled up as directed by the ENGINEER. The final excavation, if so instructed by the ENGINEER, should be carried out just prior to laying the mud-mat. The CONTRACTOR may, for facility of work or similar other reasons excavate, and also backfill later, if so approved by the ENGINEER, at his own cost outside the lines shown on the drawings or directed by the ENGINEER. Should any excavation be taken below the specified elevations, the CONTRACTOR shall fill it up, with concrete of the same class as in the foundation resting thereon, upto the required elevation. No extra shall be claimed by the CONTRACTOR on this account. All excavation shall be done to the minimum dimensions as required for safety and working facility. Prior approval of the ENGINEER shall be obtained by the CONTRACTOR in each individual case, for the

method he proposes to adopt for the excavation, including dimensions, side slopes, dewatering, disposal, etc. This approval, however, shall not in any way relieve the CONTRACTOR of his responsibility for any consequent loss or damage. The excavation must be carried out in the most expeditious and efficient manner. Side slopes shall be as steep as will stand safely for the actual soil conditions encountered. Every precaution shall be taken to prevent slips. Should slips occur, the slipped material shall be removed and the slope dressed to a modified stable slope. Removal of the slipped earth will not be paid for if the slips are due to the negligence of the CONTRACTOR. Excavation shall be carried out with such tools, tackles and equipment as described herein before. Blasting or other methods may be resorted to in the case of hard rock; however not without the specific permission of the ENGINEER .

2.11. FILL, BACK FILLING AND SITE GRADING

All fill material will be subject to the ENGINEER's approval. If any material is rejected by the ENGINEER, the CONTRACTOR shall remove the same forthwith from the site at no extra cost to the OWNER. Surplus fill material shall be deposited/ disposed off as directed by the ENGINEER after the fill work is completed. No earth fill shall commence until surface water discharges and streams have been properly intercepted or otherwise dealt with as directed by the ENGINEER

2.12. To the extent available, selected surplus soils from excavated materials shall be used as backfill. Fill material shall be free from clods, salts, sulphates, organic or other foreign material. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the boulders shall be broken into pieces not larger than 150 mm size, mixed with properly graded fine material consisting of murrum or earth to fill up the voids and the mixture used for filling.

2.13. MEASUREMENT AND PAYMENT

All excavation shall be measured net. Dimensions for purpose of payment shall be reckoned on the horizontal area of the excavation at the base of foundations of the walls, columns, footings, tanks, rafts or other foundations/ structures to be built, multiplied by the mean depth from the surface of the ground in accordance with sizes mentioned in the drawings. Excavation in side slopes will not be paid for. The CONTRACTOR may make such allowance in his rates to provide for excavation in side slopes keeping in mind the nature of the soil and safety or excavation.

2.14. ACCESS ROAD

Roads, whether of temporary or other nature, required to be constructed for access and for movement of men, materials, equipment, transport vehicles, vehicles carrying fill material etc. to or over borrow areas and/or to or over areas on which fill has to be deposited shall be constructed by the Contractor at his cost. Such costs shall be deemed to have been included in the unit rates quoted by the Contractor. Such access in roads shall be maintained in good condition during all seasons to ensure completion of work according to time schedule.

2.15. Unless separately provided for in the Schedule of quantities, dewatering is deemed to have been included in the unit rates quoted for excavation. If separately provided for, the unit of measurement shall be as indicated in the schedule of quantities.

2.16. CEMENT PLASTERING WORK

(a) The proportions of the cement mortar for plastering shall be 1:4 (one part of cement to four parts of sand) unless otherwise specified under the respective item of work. Cement and sand shall be mixed thoroughly in dry condition and then water added to obtain a workable consistency. The quality of water and cement shall be as per relevant IS. The quality and grading of sand for plastering shall conform to IS:1542. The mixing shall be done thoroughly in a mechanical mixer unless hand mixing is specifically permitted by the ENGINEER. If so desired by the ENGINEER sand shall be screened and washed to meet the specification requirements. The mortar thus mixed shall be used as soon as possible preferably within 30 minutes from the time water is added to cement. In case the mortar has stiffened due to evaporation of water this may be re-tempered by adding water as required to restore consistency but this will be permitted only upto 30 minutes from the time of initial mixing of water to cement. Any mortar which is partially set shall he rejected and removed forthwith from the site. Droppings of plaster shall not be re-used under any circumstances.

(b) WORKMANSHIP

I. Preparation of surfaces and application of plaster finishes shall generally confirm to the requirements specified in IS: 1661 and IS:2402.

II. Plastering operations shall not be commenced until installation of all fittings and fixtures such as door/window panels, pipes, conduits etc. are completed

2.17. PAINTING OF CONCRETE MASONRY & PLASTERED SURFACES

(a) All the materials shall be of the best quality from an approved manufacturer. CONTRACTOR shall obtain prior approval of the ENGINEER for the brand of manufacture and the colour/shade. All materials shall be brought to the site of works in sealed containers

(b) The surfaces to be treated shall be prepared by thoroughly brushing them free from dirt, mortar droppings and any loose foreign materials. Surfaces shall be free from oil, grease and efflorescence. Efflorescence shall be removed only by dry brushing of the growth. Cracks shall be filled with Gypsum. Workmanship of painting shall generally conform to IS:2395

2.18. MATERIALS

2.18.1. CEMENT

a) Unless otherwise specified or called for by ENGINEER/OWNER, cement shall be ordinary Portland cement conforming to IS 269, IS 8112 or IS: 12269.

The Portland pozzolana cement shall conform to IS 1489 and it shall be used as directed by ENGINEER. Where Portlandpozzolana or Portland slag cements are used, it shall be ensured that consistency of quality is maintained and there will be no adverse interactions between the materials and the finish specified is not marred.

b) Only one type of cement shall be used in any one mix unless specifically approved by ENGINEER. The source of supply, type or brand of cement within the same structure or portion thereof shall not be changed without prior approval from ENGINEER.

c) Cement, which is not used within 90 days from its date of manufacture, shall be tested at a laboratory approved by ENGINEER and until the results of such tests are found satisfactory, it shall not be used in any work.

d) If cement is not stored properly and has deteriorated, the material shall be rejected. Cost of such rejected cement, where cement is supplied by OWNER, shall be recovered at issue rate or open market rate whichever is higher. Cement bags shall be stored in dry weatherproof shed with a raised floor, well away from the outer walls and insulated from the floor to avoid moisture from ground. Not more than 15 bags shall be stacked in any tier. Storage arrangement shall be approved by ENGINEER. Storage under tarpaulins shall not be permitted. Each consignment of cement shall be stored separately and consumed in its order of receipt. CONTRACTOR shall maintain record of receipt and consumption of cement.

2.18.2. AGGREGATE

a) Aggregates shall consist of naturally occurring stones and gravel (crushed or uncrushed) and sand. They shall be chemically inert, strong, hard, clean, durable against weathering, of limited porosity, free from dust/silt/organic impurities/deleterious materials and conform to IS:383. Aggregates such as slag, crushed over burnt bricks, bloated clay ash, sintered fly ash and tiles shall not be used.

b) Aggregates shall be washed and screened before use where necessary or if directed by the ENGINEER.

c) Aggregates containing reactive materials shall be used only after tests conclusively prove that there will be no adverse affect on strength, durability and finish, including long term effects, on the concrete.

d) The fineness modulus of sand shall neither be less than 2.2 nor more than 3.2. If use of sand having fineness modulus more than 3.2 is unavoidable then it shall be suitable blended with crusher stone dust.

e) The maximum size of coarse aggregate shall be as stated on the drawings, but in no case greater than 1/4 of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of the form. For most work 20mm aggregate is suitable. Where there is no restriction to the flow of concrete into sections, 40mm or larger size is permitted.

f) In concrete elements with thin sections, closely spaced reinforcements or small cover, consideration should be given to the use of 10mm nominal maximum size.

g) Plums 160 mm and above of a reasonable size may be used where directed. Plums shall not constitute more than 20% by volume of concrete unless specified by ENGINEER.

h) Each size of coarse and fine aggregates shall be stacked separately and shall be protected from dropping leaves and contamination with foreign material. The stacks shall be on hard, clean, free draining bases, draining away from the concrete mixing area.

2.18.3. WATER

a) Water used for both mixing and curing shall conform to IS: 456. Potable water is generally satisfactory. Water containing any excess of acid, alkali, sugar or salt shall not be used.
b) The pH value of water shall not be less than 6.
c) CONTRACTOR shall make his own arrangements for storing water at site in tanks of approved capacity. The tanks shall be cleaned at least once a week to prevent contamination

2.18.4. REINFORCEMENT

a) Reinforcement bars shall be TMT bar not less than grade 500D/SD conforming to IS: 1786 and welded wire fabric to IS: 1566 as shown on the drawing. (Tata,Jindal,Sail) and ductile detailing as per IS 13920 with latest revisions.

b) All reinforcement shall be clean, free from pitting, oil, grease, paint, loose mill scales, rust, dirt, dust or any other substance that will destroy or reduce bond.
c) Special precaution like coating of reinforcement may be provided with the prior approval of ENGINEER.
d) The reinforcement shall be stacked on top of timber sleepers to avoid contact with ground/ water. Each type and size shall be stacked separately.

2.18.5. TILES WORK

a) All materials used for the works shall be tested before use. The frequency of such confirmatory tests shall be decided by ENGINEER.
b) All the details have to be approved by Engineer in Charge during finalisation of the Architectural drawing

2.18.6. SAMPLES AND TESTS

a) All materials used for the works shall be tested before use. The frequency of such confirmatory tests shall be decided by ENGINEER.

b) Manufacturer's test certificate shall be furnished for each batch of cement/steel and when directed by ENGINEER samples shall also be got tested by the CONTRACTOR in a laboratory approved by ENGINEER at no extra costto OWNER. However, where material is supplied by OWNER, all testing charges shall be borne by OWNER, but transportation and preparation of material samples for the laboratory shall be done by CONTRACTOR at no extra cost.

c) Sampling and testing of aggregates shall be as per IS: 2386 under the supervision of ENGINEER. The cost of all tests, sampling, etc. shall be borne by CONTRACTOR. For coarse aggregate crushing value shall be tested.

d) Water to be used shall be tested to comply with clause 5.4 of IS: 456.

e) CONTRACTOR shall furnish manufacturer's test certificates and technical literature for the admixture proposed to be used. If directed, the admixture shall be got tested at an approved laboratory at no extra cost.

2.18.7. JOINERY DETAILS

a) All the joinery details have to be approved by Engineer in Charge during finalisation of the Architectural drawing.
b) First class seasoned Wood should preferably (Sal, Teak and Bonsum)be considered in case of wooden doors and windows.
c) In case of Aluminium Windows, Standard Aluminiumn sections of Jindal or Hindalco should be considered. Any other brand if considered has to be approved by Engineer in Charge.
d) Pressed steel door may be considered in place of wooden door frame. The same may be approved by Engineer in Charge.

2.18.8. 1.8.16. PLUMBING DETAILS

a) All the Plumbing details have to be approved by Engineer in Charge during finalisation of the Architectural drawing.
b) The Plumbing materials used such as pipes, valves, sockets etc has to be as per approved list of brand as per Engineer in Charge.
c) The sanitary items should be approved prior to installation as per Engineer in charge (Preferable brands Jaquar, Cera, Hindware, Parryware).

3. Electrical Scope of the Work:-

3.1. Supply ,Laying , termination of Main Power Supply Cable of approximate Size 3.5 Core x 150 Sq.mm Al Conductor XLPE –insulated, Armoured Cable, from Existing main Power Panel (Located near DTR, approx. 500Mtr away from proposed Guest House) to the Indoor Feeder Pillar of Guest House for power supply to Guest House Feeder Pillar. Cable Make: Havells, Polycab, Finolex, KEI.

3.2. Supply ,installation COMMISSIONING of reputed make, CPRI approved Indoor Type Cubicle Feeder Pillar Panel with sheet steel enclosure, powder coated, for Guest House. The panel should be consisting of following:- - Qty – 01 No.

A. Incomer
(a) 250 A, TPN Switch Disconnector Fuse Unit(SDF L&T) suitable for HRC fuse Link. – 01 No.
(b) Voltmeter 0-500V – 01 No.
(c) Voltmeter Selector Switch – 01 No.
(d) Ammeter 0 – 400A – 01 No.
(e) Ammeter Selector Switch – 01 No.
(f) Indicating Lamp (R-Y-B of 03 different colours) – 03 Nos.
(g) 3-phase Digital Energy Meter with Calibation Certificate – 01 No.
(h) 2A, SP MCB – 09 Nos.
(i) CT-44/5A (1 No. per phase) – 03 No.
(j) Neutral Link – 03 Nos.

B. Outgoing Feeders
(a) 100A TPN SDF(L&T Make) Outgoing Feeder – 05 Nos. (Ground Floor-01 No, First Floor – 01 No, Boundary Illumination – 01 No, Spare Feeders – 02 Nos).
(b) Indication Lamp (R-Y-B of individual Feeders) – 15 Nos.
(c) 2A, SP MCB – 15 Nos.
(d) Neutral Link – 5 Nos.

Note:-

(a) Danger Notice plates as per relevant IS 2551-1982 with latest amendments to be provided on 2 locations on the top of the panel.
(b) Removable Lifting eye bolt to be provided for lifting the panel.
(c) Control Wiring:- All internal wiring, control wiring should be done with 2.5 Sq.mm insulated copper conductor.
(d) Incomer feeder should have provision for entry of 2 Nos. 4 Core x 185 Sq.mm Armoured XLPE insulated power cables.
(e) All outgoing feeders with 100 amps capacity should have provision for entry of 01 No. 4-corex50Sq.mm armoured PVC insulated power cables.
(f) All feeder outlets should be 3-phase + Neutral.
(g) Safety barrier to be provided on all the outgoing feeder terminals.
(h) Floor mats to be provided at the front of the panel on entire length of the panel.
(i) Earthing connection point must be provided on both sides of the panel.
(j) Size of Panel should not exceed Height 3-meters (inclusive of Channel Height). Length – 03 Mtr. and Width 0.5 Mtr.

3.3. Supply ,Laying, termination of 3.5CoreX50Sq.mm,Armoured, Al-conductor, PVC Insulated Cable from respective outgoing feeder of Indoor Feeder Pillar Guest House), to respective Main Power Supply Wall Mounted Distribution Boards of Guest House Ground Floor, First Floor and Boundary illumination respectively.

3.4. Supply, fixing, testing and commissioning of following speciation Wall mounted DBs for Guest House **Ground Floor, First Floor and Boundary illumination**. – Qty - 03 Nos. Each DB should be consisting of following:-

A. <u>Incomer</u>
(a) 100A, TPN SDF (L&T Make), suitable for HRC Fuse Link – 01 No.
(b) Indicating Lamps (R-Y-B) – 03 Nos.
(c) Neutral Link

B. <u>Outgoing Feeders</u>
(a) 63A, TPN MCB outgoing feeder – 16 Nos.

3.5. Supply, Laying, termination of Power Supply cable preferably 10Sq.mm Flexible Copper conductor Cable from Outgoing Feeders of individual Wall mounted DB to Sub-Main DBs of Rooms of the Guest House as well as Boundary Illumination DBs. The Cable is to layed through Conduit Wiring or Casing n Capping of required Size.

3.6. Each Rooms of Guest House Should be well electrified with following:-
(a) Individual Power Supply DB with suitable rating of MCBs should be present for Each room of Guest House for load segregation for Lighting, Fan, Power Point, AC Point,TV Point,Freez Point, 6A Power Point-02 no. and 16 A Power Point -02 No. for any use such as computer, laptop, mobile Charger etc.
(b) Minimum two nos LED luminaries of required Wattage inside the room and one Light Fittings in Toilet is required for sufficient illumination.
(c) Exhaust Fan and Gizzer is to be provided in the Toilet.
(d) In Each Room TV, 1.5Ton 5-Star Rating Split Type Air Conditioner with Inverter, Freez is to be Provided.
(e) Calling Bell is to be Provided in Each Room.
(f) Minimum 02 Nos. of Celling Fans are to be provided in Each Room of Guest House.
(g) In Dining Room Minimum 04 Nos. of Celling Fans are to be provided, 08 nos of LED Luminaries, Freez Point with Freez, Aquaguard Point with Aquaguard, and 6 Nos. of 6A Power Socket Points, 6 Nos. of 16A, 3-Pin Power Socket Pints are to be provided.

(h) In Kitchen, Exhaust Fan, Luminaries, 6A, 3-Pin Power Points-03nos, 16A, 3-pin Power Points-3 nos, etc are to be provided.
(i) In Store Room, necessary lighting with exhaust Fan and 3-Pin Power Points are to be provided.
(j) In the Corridor and Approch of Guest House, necessary Decorative Luminaries with Power Points and Celling Fan (in reception) is to be provided. Also, LCD Monitor TV is to be provided in the RECPTION AREA of Guest.

3.7. The boundary area of Guest House to be illuminated by Wall mounted LED Flood Light Fixtures of minimum 70W.

3.8. Other necessary requirements of Wirings in Electrification of Guest House:-

(a) Wiring for Indoor lighting/ wall mounted fan/ exhaust fan/call bell point with 3x1.5 sq mm P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Make: Finolex /Havells/RR Kabel /Polycab) with flat 25 mm ISI marked rigid PVC conduit capping (Make: AKG / Precision/ Presto Plast/Polycab) in Conduit or surface wiring system, including 6 Amp flush type switch (Make: Anchor /Kolor kany.Kom/ Havells/MK/Maru) and PVC/Backelite/Modular Switch Board (Make: Presto/ Plast/ Havells/ Linx/ Anchor/Maru) as approved and directed by the Deptt.All materials are under the scope of the contractor.

(b) Supply,installation,connection, testing and commissioining pf 240V,5 pin, 6 Amps modular flush type plug point with flush type switch (Make: Anchor penta /Gold medal /Kolor kany/Kom/Havells/ Orient) along with 2X1.5 sq. mm P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Make: Finolex /Havells/RR Kabel /Polycab / Anchor/KEI) with conduit capping in the wall with modular board, including earth continuity with 0.75 sq. mm. cable to third pin of the plug socket etc. as required complete, when placed elsewhere. All materials are under the scope of the contractor.

(c) Supply,installation,connection, testing and commissioining pf 240V,5 pin, 16/6 Amps modular F/T plug point with F/T switch(Make: Anchor penta /Gold medal /Kolor kany/Kom/Havells/ Orient) along with 2X4 sq. mm P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Make: Finolex /Havells/RR Kabel /Polycab / Anchor/KEI) with conduit capping in the wall with modular board, including earth continuity with 2.5 sq. mm. cable to third pin of the plug socket etc. as required complete, when placed elsewhere. All materials are under the scope of the contractor.

(d) Wiring for drawing sub-main line with P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Make: Finolex /Havells/Polycab/RR Kabel) including surface wiring with Flat ISI Marked PVC Conduit wiring system (Make: Berlia/ AKG / Precision/ Presto Plast/Polycab) including earth continuity. All materials are under the scope of the contractor.
   (a) With 2 x 2.5 sq. mm. + earth continuity with 1x1.5 sq. mm. in 20mm dia.2mm thick/heavy rigid PVC IS:9537 Part-III conduit.
   (b) With 2 x 4 sq. mm. + earth continuity with 1x2.5 sq. mm. in 20mm dia.2mm thick/heavy rigid PVC IS:9537 Part-III conduit.
   (c) With 2 x 6 sq. mm. + earth continuity with 1x 4 sq. mm. cable in 25mm dia.2mm thick/heavy rigid PVC IS:9537 Part-III conduit.

(e) Supply, laying, clamping and fixing (1 core X 50 Sq. mm) armoured alluminium conductor(Make-Havells/ KEI/RPG/CCI/ Polycab/ Finolex make) for connecting the earth electrode through (25mmX5mm) G.I. earth strip including connection, soldering etc. and inter connection of the pits complete as per IS with latest amendment and as required and directed by the department. All materials are in the scope of the contractor.

(f) (f) Supply, Installation,fixing, testing and Commissioning of modular Telephone socket point conduit wiring of unarmoured 4 pair,0.5mm telephone cable with all accessories as per the relevent IS with latest amendment ,(Make:KEI/Polycab/ Havells/ universal), providing as required and as directed by the department. Materials are in the scope of the contactor. It is to be provided in each room.

(g) Supply and installation of Earth Electrode – 03 Nos. with necessary grid earth connection through GI Earth Strip.

(h) The guest house to be electrified in complete with all requirements.

Vendor List of Electrical Items:-

Sl. No.	Description of Item	Makes
1.	Cable	Polycab, Havells, KEI, Finolex
2.	Split Type AC	Samsung, LG, Blustar, Voltac,
3.	LED TV	Samsung, Soney, LG,
4.	LED Luminaries	Havells, Bajaj, CG, Syska, Orient
5.	Wires	Finolex /Havells/RR Kabel /Polycab
6.	Switch	Anchor /Kolor kany.Kom/ Havells/MK/Maru
7.	Switchboard	Presto/ Plast/ Havells/ Linx/ Anchor/Maru
8.	Fan	ORIENT / Anchor/ Bajaj/ Havells/ Crompton Greaves/USHA/ Luminous/ Polycab
9.	Calling Bell	Anchor/Maru/Bajaj/VinayElectricals/Sargam/Norwood Mini/Havells/HPL
10.	Telephone Socket	Bajaj /Philips / Havells/ Crompton Greaves/Orient/ HPL
11.	Telephone Distribution Box	Hensel / Cape electric / Havells/ Krone
12.	MCB DB	Havells, L&T, Legrand, ABB
13.	MCB	Havells, L&T, Legrand, ABB
14.	Switchgear	L&T, Havells, Schneider
15.	Ammeter	AE, Reshab
16.	Voltmeter	AE, Reshab
17.	Energy Meter	Reshab, HPL
18.	Indication Lamp	Technic
19.	CT	Kappa

4. BIDDER'S QUALIFICATION CRITERIA:

4.1. TECHNICAL:

(a) Contractors desirous of bidding for the job should possess experience in successfully executing jobs of similar nature in a reputed Govt./Quasi-Govt./Central/State Public Sector Undertakings/Private Firm or Company during the last Five years.

Definition of Similar Work- Civil and electrical works including the basis for finalizing the building works such as architectural and structural design, selection of materials, preparation of engineering specifications and drawings

(b) To be eligible, the contractor should have successfully executed either

One similar job having executed value of not less than Rs. **2.27 crore**
Or
Two similar jobs, each having executed value not less than Rs. **1.42crore**
Or
Three similar jobs, each having executed value not less than Rs. **1.14 crore**

(c) The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.

Note:- For proof of requisite Experience Contract bidders are required to submit detail Work Order showing scope of work and Job Completion Certificate showing:

(i) Gross value/quantity of job done/SOR

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

(iii) Contract period and date of completion

4.2 COMMERCIAL:

(a) To be eligible, the contractor should have a sound financial background and average annual turnover for the last three **Financial years, ending 31st March viz. 2021-2022 2020-2021, 2019-2020** should not be less than the amount equivalent to **Rs. 85.16 Lakh**

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

(c) The financial net worth of the bidder as per latest audited annual report shall be positive.

(d) The bidder should have minimum working capital of value **Rs. 47 lakh** as per the last audited financial statement for the year

(e) The contractor should be registered under GST, Income Tax & EPF authorities.

Note:-i. Annual Turnover ,Balance sheet and Profit & Loss Statement of the last three financial year to be submit to Validate the Commercial Criteria.
ii.Bidders to submit turnover, net worth, work capital as per attached annexure-V

5. INSTRUCTIONS FOR SUBMISSION OF BIDS

5.1. SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	**Single stage Two bid**
b)	Bid Documents Issue Period	**From 13.00 Hrs on dt. 26/11/2022 up to 15.00 Hrs on dt. 19/12/2022**
c)	Last Date and time for submission of Bids (DUE DATE)	**Up to 15.00 Hrs on dt. 19/12/2022**
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	**Dy.General Manager (C&P),** Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	**At 15.00 Hrs on dt. 20/12/2022**
f)	Contact Person with details for any clarifications	**Nava Bikash Borah** **Dy.General Manager (C&P)** Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in contract@assampetrochemicals.co.in **For visit to Site:** **S. U. Zaman, General Manager(Project i/c, Boitamari)** Mob. No. +91-94357 49968
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Pre-Bid Meeting	**06.12.2022 at 10.00** **Address-Conference Hall** Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Note-Bidders can attend the pre-bid meeting through VC mode also.
i)	Earnest Money Deposit (EMD)	**Rs. 5,68,000/-** (Rupees Five Lakh Sixty Eight Thousand only)
j)	Tender Processing Fees	**Rs 5,680.00**(Five Thousand Six Hundred Eighty Only)
j)	Bid Submission	**Online in e-tendering portal** https://assamtenders.gov.in/nicgep/app
k)	Availability of Tender Documents	1. **https://assamtenders.gov.in/nicgep/app** 2. **www.assampetrochemicals.co.in**

5.2. 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

5.3. OFFLINE SUBMISSION : Hard copies of documents 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.

5.4. 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

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

6. INSTRUCTION TO BIDDER:

6.1. **Rates quoted should be inclusive of all taxes and duties but exclusive of GST.**

6.2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-IV**

6.3. **EARNEST MONEY DEPOSIT** : The bidder has to deposit a sum of **Rs. 5,68,000/- (Rupees Five Lakh Sixty Eight Thousand**) 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. After acceptance of order by Vendor / Bidder(successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

6.4. MSME valid certificate under category of similar works will be considered for exemption of EMD.

6.5. The schedule of Quantities and rates shall be read in conjunction with the specifications, and tender documents. Contractor shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to IS specifications and quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This contract shall be unit rate contract wherein payment will be made as per actual construction/ installation quantities at site.

6.6. Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.

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

6.8. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable.

6.9. Any Injuries or Accidents to your Team Members shall be taken care by you at your own risk & cost and shall comply with all safety rules & regulations.

6.10. All other terms & conditions shall be as per “Terms & Conditions of APL’s “General Conditions of Contract (GCC)”.

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

6.12. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer–In–Charge..

6.13. Handing over the site to the complete satisfaction of the Engineer in charge/Owner.

6.14. The bidder shall provide the authority to the person signing the bid.

6.15. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

6.16. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.

6.17. **TIME SCHEDULE:** The Completion period shall be **180 (One Hundred Eighty) days**, from the date of issue of LOI/ WO by the Contractor. In case the job is delayed beyond the stipulated completion period (mentioned in work order) due to negligence, poor workmanship, deployment of unskilled manpower or of any other reason whatsoever on bidder’s part, a penalty at the rate of

1% of work order value per week, limited to maximum of 10%, shall be recovered from the bidder bills.

6.18. **MOBILIZATION ADVANCE:** There will be no mobilization advance.

6.19. **GUARANTEE PERIOD:** The work carried out by the bidder shall be guaranteed for a period of **12(twelve) months** from the date of completion. EMD and Performance Guarantee money shall be released after this defect liability period

6.20. **BID VALIDITY** : Bid validity period is 180 days from the DUE DATE or EXTENDED DUE DATE.

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

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

6.23. For clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	**N.B.Borah ,DGM (C&P)** **Email-borah.nb@assampetrochemicals.co.in** **Phone-**+91-94351 39178 **&** **S.U. Zaman** **General Manager (Project i/c, Boitamari)** Mob No : +91-94357 49968
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786 623

7. INCOME TAX AND GST

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

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

7.3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed

under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.

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

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

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

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

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

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

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

8. TERMS OF PAYMENT:

a) Monthly R/A bill may be submitted duly certified by Engineer-in-Charge.
b) 90% Progressive Payment against submission of monthly invoices based on the progress achieved during the previous month as per LSTK Progress Report duly certified by engineer-in-charge.
c) Remaining 10% of monthly Bill value shall be deducted as retention money which shall be released after Completion of guarantee period or on submission of PBG for the Guarantee period.

9. SECURITY DEPOSIT:

The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, security deposit equal to 10% of the total accepted Work Order value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-I** of this document.

(a) On submission of Contract Performance Bank Guarantee (CPBG) by the successful Bidder, EMD amount will be refunded after receipt of confirmation of CPBG from the issuing Bank. The CPBG will be returned to the successful Bidder after the end of Contract period if there is no dues to be recovered by APL.

(b) The Security deposit amount if deducted along with EMD amount shall be refunded at the end of the contract period after deductions if any due to APL. The Security deposit shall not bear any interest.

10. BIDDERS WHO CAN BID

10.1 Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium, and in which case the conditions applicable to a consortium shall apply to them.

10.2 "Affiliate" of a party shall mean any company or legal entity which:

a) Controls either directly or indirectly a party, or

b) Which is controlled directly or indirectly by a party, or

c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

10.3 Bid may be submitted by:

a) A single person / entity (called sole bidder)

b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.

c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;

d) An Indian arm of a foreign company.

10.4 Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:

a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.

b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly

identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.

c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:

   i. Each member in a consortium may only be a legal entity and not an individual person;

   ii. The bid shall specifically identify and describe each member of the consortium;

   iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);

   iv. One participant member of the consortium shall be identified as the "prime member" and contracting entity for the consortium; this prime member shall be solely responsible for all aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;

   v. The prime member shall fulfill each eligibility criteria;

   vi. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the bid and the member's commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;

   vii. No change shall be permitted in the number, nature or share holding pattern of the consortium members after pre-qualification, without the prior written permission of the owner.

   viii. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;

   ix. No consortium member shall hold less than 25% stake in a consortium;

   x. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;

   xi. Any person or entity can bid either singly or as a member or only one consortium.

d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating than in case of any failure of any supply or performance of equipment, machinery, material or plant or completion of the work in all respects and as per the warranties / guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the works, etc.

11. REQUIREMENTS OF E-TENDERING

11.1 The subject tender is an e-tender and owner has hoisted the complete tender documents on website **https:// https://assamtenders.gov.in/nicgep/app** and has ensured its availability for downloading the full set comprising of the above**.** The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. **https://assamtenders.gov.in/nicgep/app,** as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any**.** Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).

11.2 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**.**

11.3 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.

11.4 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.

11.5 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.

11.6 The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.

11.7 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.

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

process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.

11.9 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.

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

11.11 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.

11.12 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.

11.13 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.**

11.14 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.

11.15 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.

11.16 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.

11.17 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.

11.18 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.

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

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

12. BID REJECTION CRITERIA:

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

(a) Non-Submission of EMD & Integrity Pact along with the Bid if applicable
(b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
(c) Non-Submission of Important Bid Documents as mentioned in clause 13.
(d) Not Meeting the eligibility criteria(BEC Technical & Commercial)

13. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

(a) EMD of required amount./MSME certificate for EMD exemption
(b) Work orders& completion certificates to comply the Bidder's qualification criteria.
(c) Copy of PAN card , GST Registration No ,EPF Registration No
(d) Income Tax return for last three financial years
(e) Documents in support of Annual Turnover for last three financial years i.e. 2021-22, 2020-21, 2019-20
(f) All the Annexure at the end othis tender document to be duly filled and signed

14. AMENDMENT OF BIDDING DOCUMENTS:

(a) At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
(b) The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
(c) Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required
(d) All Addendum / Corrigendum will be available in the website https://assamtenders.gov.in/nicgep/app and www.assampetrochemicals.co.in

15. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

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.

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

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.

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

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 LOI / WO will be issued to them.

16. REBATE:

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

17. CLIENT'S RIGHT TO ACCEPT/REJECT BIDS:

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

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

18. ORDER OF PRECEDENCE

The following order of precedence shall be followed in case of any conflict between various parts of the ENQUIRY specifications:

(a) Corrigendum, if any
(b) Instructions to Bidders
(c) Terms & Conditions for Hiring of Ambulance Service Contract.
(d) General Conditions of Contract

ANNEXURE-I

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

(On non-judicial stamp paper of appropriate value)

To,
ASSAM PETROCHEMICAL LTD.
Orion Place, G.S Road, Bhangagorh,
Guwahati 781005, India

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

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

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

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

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or

liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

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

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

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

(by its constituted attorney)

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

Annexure-2

SCHEDULE OF RATES

Description /Name of Work	Unit	Quantity	Unit rate in Rs	Total Amount in Rs.(Exclusive of GST)
Construction of 20 Bed Hostel with 2 No's VIP Accommodation and all other related works to make the building functional on Engineering, Procurement and Construction(EPC)(LSTK) Contract Basis (This total cost is inclusive of all Civil , E &M and Periphery Works)	**Lump sump**	**1.00**		

NOTES :

1. **Applicable rate of GST to be mentioned by the Bidders**
   a. **IGST _____%**
   b. **CGST _____%**
   c. **SGST _____%**
2. **Bidder has to submit the above SOR along with Un-Priced Bid specifying in the Rate & Amount column as "QUOTED". No Price related information is to be submitted in Un-Priced Bid.**

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

(ii) No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
(iii) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
(iv) The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.

ANNEXURE-3

INTEGRITY PACT

BETWEEN

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder / Bidder

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

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

b) The Bidder / Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub-Bidder or of an employee or a representative or an associate of a Bidder, Bidder or Sub-Bidder which constitutes corruption, or if the

Principal has substantive suspicion in this regard, the Principal will report to appropriate authority in this regards.

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

_____ FOR THE PRINCIPAL

_____ FOR THE BIDDER/BIDDER

WITNESS 1 WITNESS 2

Place : _____

Date : _____

ANNEXURE-4

PROFORMA FOR CONTRACT AGREEMENT

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

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

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

(v) Work Order No: _____
(vi) Terms & Conditions of enquiry document.
(vii) Name of the work _____
(viii) Work order amount _____
(ix) Scope of work for BIDDER as per CONTRACT.

For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER a lump sump amount of **Rs. _____ (Rupees _____)**.

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

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

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

Annexure - 5

BIDDER'S GENERAL INFORMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract**

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

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

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

Place: [Signature of Authorized Signatory of Bidder]Date:

Name:

Designation:

Seal:

Annexure - 6

BID FORM

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract**

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

Dear Sir,

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

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

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

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

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

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

Place: **[Signature of Authorized Signatory of Bidder]**
Date: **Name:**
Designation:
Seal:
Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

Annexure - 7

LIST OF ENCLOSURES

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.

2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed "Annexure – 12'. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2021-22 is not audited on the due date of 'submission of bid/bid closing date', Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2021-22is not audited on the due date of 'submission of bid/bid closing date' duly signed and stamped by a **Chartered Accountant** with Membership Number

3. Document showing Financial Situation Information as sought in enclosed 'Annexure – 12'.

4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance withthe provisions detailed in Bid Documents.

5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria.

6. EMD / Bid Bond*/MSME

7. Power of Attorney*

8. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:

Seal:

Annexure - 8

LETTER OF AUTHORITY

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

Ref: Date:

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract**

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

Dear Sir,

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

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

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

Place: **[Signature of Authorized Signatory of Bidder]**
Date: **Name:**
Designation:
Seal:

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

Annexure - 9

"NO DEVIATION" CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:

Annexure - 10

AGREED TERMS & CONDITIONS

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB - **Construction of Hostel Accommodation at 200TPD Formalin Project Site, Boitamari through LSTK contract**

Tender No – APL/C&P/Proj-F-II/Civil/2022-23/073

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	……%age
c	IGST	…….
d	Cess (if any)	……%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Paymentspecified in the Bid Document. ii) In case of delay, the bills shall be submitted afterdeducting the price reduction due to delay.	

6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However,in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckonedfrom the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delayin completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder arenot applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read inconjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financialyears are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and toreject any or all bids.	

19	Confirm that all Bank charges associated with Bidder'sBank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 ofGST Act.	
21	a) Whether bidder **falls under MSE Act**.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Annexure - 11

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

M/s ASSAM PETROCHEMICALS LIMITED

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

Dear Sir,

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

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

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

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

Yours truly

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

(Authorized signatory)
Name of the signatory :

Designation :

Stamp

Annexure - 12

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Financial Year 2021-22	
Financial Year 2020-21	
Financial Year 2019-20	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	**Year ___**
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	**Year ___**
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3.Working Capital (Current Assets-Current liabilities)	

Refer Instructions

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:
Seal: Membership No.:

[Signature of Authorized Signatory]
Name:
Designation:

Instructions:

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