



**ASSAM PETRO-CHEMICALS LIMITED**  
**NAMRUP**

Tender Document

For

**“Upgrading Guest House cum hostel at  
APL,Boitamari”.**

Tender No. APL/C&P/F-II/Civil/2025-26/430



**ASSAM PETRO-CHEMICALS LIMITED**  
Contracts & Purchase Department  
P.O. Parbatpur, Namrup – 786623 (Assam)

Ref.No. APL/C&amp;P/F-II/Civil/2025-26/430

Dated : 24/05/2025

**NOTICE INVITING TENDER**

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

Name of Work	Earnest Money	Tender Processing Fees
Upgrading Guest House cum hostel at APL,Boitamari	₹ 63,000.00	Rs 630/-

<b>BID DOCUMENT ISSUE PERIOD</b>	From 15:00 Hrs on dt. <b>02/06/2025</b> up to 15:00 Hrs on dt. <b>13/06/2025</b>
<b>LAST DATE OF BID SUBMISSION</b>	Up to 15:00 Hrs on dt. <b>13/06/2025</b>
<b>BID OPENING DATE</b>	At 15:00 Hrs on dt. <b>14/06/2025</b>
<b>BID SUBMISSION</b>	In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
<b>AVAILABILITY OF TENDER DOCUMENTS</b>	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

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.

## **2. SCOPE OF THE WORK:**

1. The Contractor's scope of work shall cover furnishing all materials, handling of material, Execution as per specifications, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works,
2. The works are to be carried out at the proposed plant areas directed by Engineer-in-charge. Bidder is advised to visit the site to get acquainted with the existing site condition and to assess the amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.
3. The scope of this enquiry shall consist of construction of interior decoration works at Boitamari Guest House as specified in the tender document as directed by Engineer-in-charge.
4. If any material has to be disposed off; it shall be as specified by Owner or Engineer in charge.
5. The various items of work shall be as per the schedule of quantity given and as directed by the engineer in charge.
6. All works shall be carried out in accordance with the technical specifications of this document and as directed by Engineer in charge
7. Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Contractor, at his own cost and time. All the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.
8. The Contractor is required to strictly follow all the rules and regulations of Government of India and State of Assam and all local rules and bye-laws, etc.
9. Bidder shall provide necessary barricading while carrying out the construction works.
10. The labor colony if required shall be provided by the Contractor outside the plot premises at his own cost.

11. Construction power and Construction water shall be arranged by the contractor at his own cost including power for labour colony. If Contractor has to set up a DG (Diesel Generator); it has to be as per the Local Statutory Norms.
12. 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, transportation.
13. There is no free issue material to the contractor. Supply of all material with proper Royalty challan, Labour, tools, equipment etc shall be in the scope of the contractor.
14. Contractor shall ensure local participation to the extent possible for execution of works.
15. Owner reserves the right to split the contract; however, the rates/ prices shall remain valid.
16. Handing over the site to the complete satisfaction of the Engineer in charge/Owner.

17. **CERTIFICATION OF UNDERSTANDING OF WORK**

The CONTRACTOR shall certify that he has studied the Work at site and acquainted himself with regards to the overall scope of work, site area, all government rules and regulation for undertaking such works, construction methodology to be adopted, materials needed and necessary labour and equipment required to execute the work.

1.18 The scope of interior works is as follows:

**i) INTERIOR WORKS AT ENTRANCE LOBBY Area 70 sqm approx**

POST PANELLING work at entrance lobby: Providing and fixing Decorative Wall Paneling using treatedPly & Laminates including all necessary adhesives, screws, and labor.

RECEPTION CHAIRS: Providing 4 NO's executive chairs.

WALL PANELLING: Providing and fixing Decorative Wall Paneling using treatedPly & Laminates including all necessary adhesives, screws, and labor.

SOFA: Providing 2- & 3-seater sofa as per design

CURTAINS: Providing window blind in the bedroom & curtain in the lobby room.

WALL DECOR: Providing TRIBAL décor for walls, indoor plants with necessary materials & labor.

RECEPTION TABLE: Providing and fixing a L-shape custom-table using treatedPlywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces inclusive of all necessary adhesives, screws, and labor.

BUILT IN Table: Providing and fixing a built-in storage unit with seating using treatedPlywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection inclusive of all necessary adhesives, screws, and labor.

DECORATIVE LIGHTS: Providing wall lights & floor lamps with necessary materials & labor.

**ii) INTERIOR WORKS AT CONFERENCE ROOM (4.5 meter X 8.7 meter)**

WALL PANELLING: Providing and fixing Decorative Wall Paneling using treatedPly & Laminates including all necessary adhesives, screws, and labor.

EXECUTIVE CHAIRS: Providing 20 NO's executive chairs.

ACOUSTIC PANNEL: Providing and fixing acoustic panel using treatedPlywood (12mm for structure, 6mm for back panel), finished with acoustic panel on the entire surface as per design.

TV: Providing and fixing 65" TV and all necessary wirings & plugs with complete installation

BLINDS & CURTAINS: Providing window blind in the bedroom & curtain in the lobby room.  
CEILING: Providing treated plywood 6mm in ceiling with finish 1mm laminate. Including installation and labor  
WALL DECOR: Providing décor for walls and table with necessary plants & materials  
CONFERENCE TABLE: Providing and fixing a custom-table using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces inclusive of all necessary adhesives, screws, and labor.  
BUILT IN Table: Providing and fixing a built-in storage unit with seating using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection inclusive of all necessary adhesives, screws, and labor.  
FLOOR MATT: Providing floor mattas per requirement  
6mm lacquered glass size as per requirement may be installed

**iii) INTERIOR WORKS AT VIP ROOM (1 no.'s) 10 meter X 4 meter**

BED: Providing and fixing a custom-bed using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces and cushion on bed-head. Includes all necessary adhesives, screws, and labor.  
BUILT IN Table: Providing and fixing a built-in storage unit with seating using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.  
WALL PANELLING & WALLPAPER: Providing and fixing Decorative Wall Paneling using Ply & Laminates & WALLPAPER PASTING including all necessary adhesives, screws, and labor.  
BATHROOM FITTINGS: Providing and fixing of Overhead Shower, Bracket, basin mixer, angular cock, hand shower, control plate commode, wall hang basin, towel ring square, soap dispenser, soap dish holder, towel rack, shower basket. Includes all necessary adhesives, screws, and labor.  
LIGHTS: Providing and fixing of lights and wiring in necessary areas with complete installation.  
TV : Providing and fixing of 43" TV with necessary wiring & plugs with complete installation.  
WOODEN PLANKS : Providing and fixing of 43" TV with necessary wiring & plugs with complete installation.  
CHAIRS : Providing 2 design chairs as per theme & colour  
BLINDS & CURTAINS: Providing window blind in the bedroom & curtain in the lobby room.  
WALL DECOR : Providing décor for walls and table with necessary plants & materials  
PAINTS : Wall paints on the required walls with necessary materials and labour

**iv) INTERIOR WORKS AT DELUXE ROOM (3 no.'s) 10 meter X 4 meter**

BED: Providing and fixing a custom-bed using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces and cushion on bed-head. Includes all necessary adhesives, screws, and labor.  
BUILT IN Table: Providing and fixing a built-in storage unit with seating using treated Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.  
WALL PANELLING & WALLPAPER : Providing and fixing Decorative Wall Paneling using treated Ply & Laminates & WALLPAPER PASTING including all necessary adhesives, screws, and labor.  
BATHROOM FITTINGS: Providing and fixing of Overhead Shower, Bracket, basin mixer, angular cock, hand shower, control plate commode, wall hang basin, towel ring square, soap dispenser, soap dish holder, towel rack, shower basket. Includes all necessary adhesives, screws, and labor.

LIGHTS: Providing and fixing of lights and wiring in necessary areas with complete installation.

CHAIRS : Providing 2 design chairs as per theme & colour

CURTAINS : Providing window blind in the bedroom & curtain in the lobby room.

WALL DECOR: Providing décor for walls and table with necessary plants & materials

PAINTS : Wall paints on the required walls with necessary materials and labour

- 1.19 Any damage to the existing walls and structures during installation works has to be repaired before handing over of the interior work. No additional amount shall be paid for the repair job.

### 3. PRE QUALIFICATION CRITERIA

#### 3.1 TECHNICAL:

- (a) Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last 5 (Five ) years. Whereas similar nature job implies “Civil work related to building work or civil interior decoration work”
- (b) To be eligible, the contractor should have successfully executed either one similar job having executed value of not less than **Rs. 25,44,093/-** or two similar jobs, each having executed value not less than **Rs. 15,90,058/-** or three similar jobs, each having executed value not less than **Rs. 12,72,046/-**.
- (c) The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries, required for carrying out the job.

#### 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 31<sup>st</sup> March viz. **2023-24, 2022-23, 2021-22** should not be less than the amount equivalent to **Rs.9,54,035/-** of estimated cost.
- (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 contractor should be registered under GST, Income Tax & EPF authorities
- (e) The Vendor should also fulfil all statutory conditions and furnish legible photo copies of, PAN , GST ,. As per Govt. Rules

## **5. INSTRUCTION TO BIDDER:**

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

**5.2.** 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 3 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-4**

**5.3. EARNEST MONEY DEPOSIT :** The bidder has to deposit a sum of **₹ 63,000.00 (Rupees Sixty Three 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-1. After acceptance of order by Vendor / Bidder(successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

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

**5.5. Definition of Similar Nature-** Whereas similar nature job implies “Civil work related building work or Civil interior decoration work”

### **5.6. The site for the New Plant:**

The new 200 TPD Formaldehyde Plant will be set up at Boitamari in Western Assam.

Approach to site:

The site is located at Bongaigaon District in the state of Assam. The nearest railway Station is New Bongaigaon Station and is at a distance of 21 KM. The Station has siding facilities suitable for handling Project equipments. The Railway Track is Broad Gauge.

The Plot area has an existing Natural ground level of 62.6 m from the MSL. The project site is situated in an Earthquake prone region of Zone V.

### **5.7. Technical Specifications of Materials**

#### **i. 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, , Birla Gold, Lafarge, ACC, Ultra Tech)

#### **ii. 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) 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.

(c) 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.

(d) 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.

(e) 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.

(f) The brands of all the items shall be approved by Engineer in Charge before using the same for interior decoration work. Contractor may consider the rate considering superior brands of the materials used for the interior decoration works.

Any test or MTC required for the materials may be produced as per request of Engineer in charge.

iii. MEASUREMENT AND PAYMENT

All measurements shall be paid as per items mentioned in the BOQ .

iv. 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.

v. 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 be rejected and removed forthwith from the site. Droppings of plaster shall not be re-used under any circumstances.

(b) WORKMANSHIP

- Preparation of surfaces and application of plaster finishes shall generally conform to the requirements specified in IS: 1661 and IS:2402.
  - Plastering operations shall not be commenced until installation of all fittings and fixtures such as door/window panels, pipes, conduits etc. are completed.
- vi. PAINTING OF CONCRETE MASONRY & PLASTERED SURFACES
- (a) Cement paint shall conform to IS 5410. The primer shall be a thinned coat of cement paint
- (b) 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
- (c) 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
- (d) The prepared surfaces shall be wetted to control surface suction and to provide moisture to aid in proper curing of the paint. Cement paint shall be applied with a brush with stiff bristles. The primer coat shall be a thinned coat of cement paint. The quantity of thinner shall be as per manufacturer's instructions. The coats shall be vigorously scrubbed to work the paint into any voids for providing a continuous paint film free from pinholes for effective water- proofing in addition to decoration. Cement paint shall be brushed in uniform thickness and the covering capacity for two coats on plastered surfaces shall be 3 to 4 kg/sq.m. A minimum of 2 coats of the same colour shall be applied unless otherwise specified in the item of work. At least 24 hours shall be left after the first coat to become sufficiently hard before the second coat is applied. The painted surfaces shall be thoroughly cured by sprinkling with water using a fog spray at least 2 to 3 times a day. Curing shall commence after about 12 hours when the paint hardens. Curing shall be continued for at least 2 days after the application of final coat.(Brands : Snowcem, Asian Cement Paint or any other equivalent prior approval from Engineer in-Charge)
- vii. GENERAL
- 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.
- viii. 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.
- ix. 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 at least 7 days

x. MATERIALS

(a) CEMENT

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 Portland pozzolana 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.

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.

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.

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.

(b) AGGREGATE

Aggregates shall consist of naturally occurring stones and gravel (crushed) 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.

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

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.

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.

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.

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

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.

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.

(c) WATER

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.

The pH value of water shall not be less than 6.

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

(d) REINFORCEMENT

Reinforcement bars shall conform to IS: 432 and/ or IS: 1786 and welded wire fabric to IS: 1566 as shown on the drawing.

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.

Special precaution like coating of reinforcement may be provided with the prior approval of ENGINEER.

The reinforcement shall be stacked on top of timber sleepers to avoid contact with ground/ water. Each type and size shall be stacked separately.

(e) SAMPLES AND TESTS

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

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 cost to 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.

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.

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

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.

- 5.8.** 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 conform 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.
- 5.9.** 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.
- 5.10.** 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. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable. 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.
- 5.11.** All other terms & conditions shall be as per “Terms & Conditions of APL’s “General Conditions of Contract (GCC)”..
- 5.12.** Time of Completion: The completion of the activities in a time bound manner is the principal requirement as far as the civil construction contract is concerned. The requirement would be to carry out the job uninterruptedly, irrespective of the seasonal changes and also to work during extended hours during the working days/ holidays to achieve the above target. Total duration of works shall be **45 days** from the date of award of contract.
- 5.13. MOBILIZATION ADVANCE:** There will be no mobilization advance.
- 5.14. GUARANTEE PERIOD:** The work carried out by the bidder shall be guaranteed for a period of 12(twelve) months from the date of completion. Performance Guarantee money shall be released after this defect liability period
- 5.15. BID VALIDITY :** Bid validity period is 180(One Hundred Eighty ) days from the DUE DATE or EXTENDED DUE DATE.
- 5.16. 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.
- 5.17. Security for Abnormally Low Bids:**
- Additional Performance Security for Abnormally Low Bids  
In accordance with the Government of Assam, Finance Department Notification No. 530624/1 dated 30-07-2024, the following provisions shall apply for bids quoting abnormally low prices:

Threshold for Abnormally Low Bid: Any bid quoting more than 10% below the estimated value shall be treated as abnormally low.

SL NO	Bid quoting financials below estimated value put to tender	Additional performance security to be Deposited by successful bidder, over and above normal PS
1	10.01% to 15.00%	200% of the difference between threshold value and bid amount
2	15.01% to 20.00%	250% of the difference between threshold value and bid amount
3	20.01% and above	300% of the difference between threshold value and bid amount

Integration with Performance Security: The Additional Performance Security shall be treated as part of the Performance Security and must be submitted in the form and manner specified in the bidding document.

**5.18.** 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.

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

Contact Person	<b>N.B.Borah ,DGM (C&amp;P)</b> <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Phone-+91-94351 39178 & <b>K.B.Chetry,DGM (Civil)</b> Mob No : +91-7002042644 <a href="mailto:Email-apl.civilmaint@assampetrochemicals.co.in">Email-apl.civilmaint@assampetrochemicals.co.in</a>
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh PIN-786 623

## **6. INSTRUCTIONS FOR SUBMISSION OF BIDS**

### **6.1. SALIENT FEATURES FOR SUBMISSIONS OF BID**

Sl. No	Description	Remarks
a)	Bid type	<b>Single stage Two bid</b>
b)	Bid Documents Issue Period	<b>From 15:00 Hrs on dt. 02.06.2025 up to 15:00 Hrs on dt. 13/06/2025</b>
c)	Last Date and time for submission of Bids (DUE DATE)	<b>Up to 15:00 Hrs on dt. 13/06/2025</b>

d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	<b>Dy.General Manager (C&amp;P),</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	<b>At 15:00 Hrs on dt. 14/06/2025</b>
f)	Contact Person with details for any clarifications	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> <a href="mailto:contract@assampetrochemicals.co.in">contract@assampetrochemicals.co.in</a>
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	<b>Rs. 63,000.00</b>
j)	Tender Processing Fees	<b>Rs 630/-Six Hundred Thirty Rupees only</b>
k)	Bid Submission	<b>Online in e-tendering portal</b> <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
l)	Availability of Tender Documents	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

6.2. 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

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

## 7. INCOME TAX AND GST

- 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.
- 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.)**

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

## **8. TERMS OF PAYMENT:**

- a. Maximum of Three running account bill shall be admissible against volume of works executed as per approved BBU (Billing Break up Unit)
- b. Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the certified bill along with

complete documents by the disbursement section of the owner.

- c. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along,royalty statement along-with necessary documents wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- d. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- e. The final bill along with necessary documents shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge / Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.
- f. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- g. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the owner.
- h. Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

## 9. SECURITY DEPOSIT:

- 9.1. 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-1** of this document.
- 9.2. On submission of Performance Bank Guarantee (PBG) by the successful Bidder, EMD amount will be refunded after receipt of confirmation of PBG from the issuing Bank. The PBG will be returned to the successful Bidder after completion of job, if there are no dues to be recovered by APL.
- 9.3. 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. REQUIREMENTS OF E-TENDERING

- 10.1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// https://assamtenders.gov.in/nicgep/app](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).

- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them

or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.

- 10.10. 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.
- 10.11. 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.
- 10.12. 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.
- 10.13. 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.**
- 10.14. 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.
- 10.15. 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.
- 10.16. 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.
- 10.17. 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.
- 10.18. 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.

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

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

#### **10. SUSPENSION**

- 3.1 OWNER may direct CONTRACTOR in writing to suspend all or any part of WORK for such period of time as may be determined by OWNER to be necessary or desirable for the convenience of OWNER. On receipt of such notice, CONTRACTOR shall take immediate action to wind up the WORK in such a manner that it will cause least damage to OWNER
- 3.2 OWNER shall advise CONTRACTOR of the period such suspension is likely to cover. CONTRACTOR shall remobilize his personnel and resume WORK as expeditiously as possible on receipt of instruction from OWNER to resume the WORK.

#### **11. 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) Not-Meeting the Bidders Pre-Qualification
- (d) Non-Submission of Important Bid Documents as mentioned in clause 11.

#### **12. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:**

- (a) EMD of required amount./MSME certificate for EMD exemption .
- (b) Copy of PAN card , GST Registration No .
- (c) Income Tax return, Balance Sheet & Profit & Loss Statement for FY 2023-24, FY 2022-23, FY 2021-22.
- (d) All Annexures as attached at the end of this NIT to be dully filled and submitted.
- (e) Work Order and Job Completion certificate of previous experiences.

#### **13. 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](http://www.assampetrochemicals.co.in)

**14. 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.

**15. 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.

**16. 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.

**17. 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) Special Conditions of Contract.
- (d) General Conditions of Contract

**18. ROYALTIES ON MINOR MINERALS**

The following royalties on minor minerals will be applicable as per Mine & Minerals Department, Govt. of Assam Notification No. PEM/130/2021/40 dated 7<sup>th</sup> October, 2021.

Sl. No.	Work	Appropriate amount of Royalty of Minor Mineral as percentage of Project Cost excluding taxes as GST, IT etc.
I	RCC Building / RCC Work	2.00%
II	Assam Type Building (Single Floor)	1.00%
III	Assam Type Building (Ground floor = 1 or more)	2.00%
IV	RCC Bridge Work	2.00%
V	DBM & BC Work	2.00%
VI	Road Improvement / Re-construction Work	3.00%
VII	New Road Construction Work with Bituminous Work	6.00%
VIII	New Road Construction Work with ICBP	3.00%
IX	Earth Work / Ordinary Clay	9.00%
X	Earth Work along with Geobag Protection Work	3.50%
XI	Earth Work along with Boulder Protection Work	5.50%
XII	River Protection Work with Boulder	4.00%
XIII	River Protection work with Geobag	1.50%
XIV	River Protection Work with Boulder and Geobag	2.00%
XV	Head Work / Brick Work of Irrigation projects	4.00%
XVI	Pradhan Mantri Awas Yojana (PMAY)	1.00%

**ANNEXURE-1****BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITY OF 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 anyway 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. Notwithstanding 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**

<b>ENTRANCE LOBBY</b>					
<b>SL. NO.</b>	<b>ITEM</b>	<b>Qty</b>	<b>Unit</b>	<b>RATE</b>	<b>TOTAL</b>
1	POST PANELLING: Providing and fixing Decorative Wall Paneling using Ply & Laminates including all necessary adhesives, screws, and labor.	91.2	sqft	Quoted	Quoted
2	RECEPTION CHAIRS: Providing 4 NO's executive chairs.	4	nos	Quoted	Quoted
3	WALL PANELLING: Providing and fixing Decorative Wall Paneling using Ply & Laminates including all necessary adhesives, screws, and labor.	927	sqft	Quoted	Quoted
4	SOFA: Providing 2 & 3 seater sofa as per design	1	Lumsum	Quoted	Quoted
5	CURTAINS : Providing window blind in the bedroom & curtain in the lobby room.	2	nos	Quoted	Quoted
7	WALL DECOR : Providing TRIBAL décor for walls, indoor plants with necessary materials & labour.	1	Lumsum	Quoted	Quoted
8	RECEPTION TABLE: Providing and fixing a L-shape custom-table using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces. Includes all necessary adhesives, screws, and labor.	38	sqft	Quoted	Quoted
9	BUILT IN Table: Providing and fixing a built-in storage unit with seating using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.	9.75	sqft	Quoted	Quoted
10	DECORATIVE LIGHTS : Providing wall lights & floor lamps with necessary materials & labour.	4	nos	Quoted	Quoted
<b>CONFERENCE ROOM</b>					
<b>SL. NO.</b>	<b>ITEM</b>				

1	WALL PANELLING: Providing and fixing Decorative Wall Paneling using Ply & Laminates including all necessary adhesives, screws, and labor.	283	sqft	Quoted	Quoted
2	EXECUTIVE CHAIRS: Providing 20 NO's executive chairs.	1	Lumsum	Quoted	Quoted
3	ACOUSTIC PANNEL: Providing and fixing acoustic pannel using Plywood (12mm for structure, 6mm for back panel), finished with acoustic pannel on all the surface as per design.	535.5	sqft	Quoted	Quoted
4	TV: Providing and fixing 65" TV and all necessary wirings & plugs with complete installation	1	Lumsum	Quoted	Quoted
5	BLINDS & CURTAINS : Providing window blind in the bedroom & curtain in the lobby room.	2	nos	Quoted	Quoted
6	CEILING : Providing playwood 6mm in ceiling with finish 1mm laminate. Including installation and labour	108	sqft	Quoted	Quoted
7	WALL DECOR : Providing décor for walls and table with necessary plants & materials	1	Lumsum	Quoted	Quoted
8	CONFERENCE TABLE: Providing and fixing a custom-table using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces. Includes all necessary adhesives, screws, and labor.	88	sqft	Quoted	Quoted
9	BUILT IN Table: Providing and fixing a built-in storage unit with seating using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.	4	nos	Quoted	Quoted
10	FLOOR MATTE: Providing floor matte	104	sqft	Quoted	Quoted
<b>VIP ROOM (1 no.'s)</b>					
<b>SL. NO.</b>	<b>ITEM</b>				
1	BED: Providing and fixing a custom-bed using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces and cushion on bed-head. Includes all necessary adhesives, screws, and labor.	32.5	sqft	Quoted	Quoted

2	BUILT IN Table: Providing and fixing a built-in storage unit with seating using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.	8.5	sqft	Quoted	Quoted
3	WALL PANELLING & WALLPAPER : Providing and fixing Decorative Wall Paneling using Ply & Laminates & WALLPAPER PASTING including all necessary adhesives, screws, and labor.	165	sqft	Quoted	Quoted
4	BATHROOM FITTINGS: Providing and fixing of Overhead Shower, Bracket, basin mixer, angular cock, hand shower, control plate commode, wall hang basin, towel ring square, soap dispenseer, soap dish holder, towel rack, shower basket. Includes all necessary adhesives, screws, and labor.	1	Lumsum	Quoted	Quoted
5	LIGHTS: Providing and fixing of lights and wiring in necessary areas with complete installation.	1	Lumsum	Quoted	Quoted
6	TV : Providing and fixing of 43" TV with necessary wiring & plugs with complete installation.	1	Lumsum	Quoted	Quoted
7	WOODEN PLANKS : Providing and fixing of 43" TV with necessary wiring & plugs with complete installation.	339.08	sqft	Quoted	Quoted
8	CHAIRS : Providing 2 design chairs as per theme & colour	2	nos	Quoted	Quoted
9	BLINDS & CURTAINS : Providing window blind in the bedroom & curtain in the lobby room.	1	Lumsum	Quoted	Quoted
10	WALL DECOR : Providing décor for walls and table with necessary plants & materials	1	Lumsum	Quoted	Quoted
11	PAINTS : Wall paints on the required walls with necessary materials and labour	1	Lumsum	Quoted	Quoted

**DELUXE ROOM (3 no.'s)**

SL. NO.	ITEM				
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1	BED: Providing and fixing a custom-bed using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate on all exposed surfaces and cushion on bed-head. Includes all necessary adhesives, screws, and labor.	32.5	sqft	Quoted	Quoted
2	BUILT IN Table: Providing and fixing a built-in storage unit with seating using Plywood (19mm for structure, 12mm for back panel), finished with 1mm laminate as per selection. Includes all necessary adhesives, screws, and labor.	8.5	sqft	Quoted	Quoted
3	WALL PANELLING & WALLPAPER : Providing and fixing Decorative Wall Paneling using Ply & Laminates & WALLPAPER PASTING including all necessary adhesives, screws, and labor.	45	sqft	Quoted	Quoted
4	BATHROOM FITTINGS: Providing and fixing of Overhead Shower, Bracket, basin mixer, angular cock, hand shower, control plate commode, wall hang basin, towel ring square, soap dispenseer, soap dish holder, towel rack, shower basket. Includes all necessary adhesives, screws, and labor.	1	Lumsum	Quoted	Quoted
5	LIGHTS: Providing and fixing of lights and wiring in necessary areas with complete installation.	1	Lumsum	Quoted	Quoted
6	CHAIRS : Providing 2 design chairs as per theme & colour	2	nos	Quoted	Quoted
7	CURTAINS : Providing window blind in the bedroom & curtain in the lobby room.	1	Lumsum	Quoted	Quoted
8	WALL DECOR : Providing décor for walls and table with necessary plants & materials	1	Lumsum	Quoted	Quoted
9	PAINTS : Wall paints on the required walls with necessary materials and labour	1	Lumsum	Quoted	Quoted

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

- a. IGST \_\_\_\_\_ %
- b. CGST \_\_\_\_\_ %
- c. SGST \_\_\_\_\_ %

**1. 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:



## **PROPOSAL EXHIBITS**

### **TABLE OF CONTENTS**

1. BIDDER'S GENERAL INFORMATION
2. AGREED TERMS AND CONDITIONS
3. NO DEVIATION CONFIRMATION
4. UNDERTAKING
5. DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP
6. CHECKLIST

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



**PROPOSAL EXHIBITS NO. 1**  
**BIDDER'S GENERAL INFORMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **“Upgrading Guest House cum hostel at APL,Boitamari”.**

Tender No – APL/C&P/F-II/Civil/2025-26/430

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship    Firm/Partnership firm/Limited/Others If Others Specify: _____ [Enclose
3	Name of Proprietor/Partners/Director of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ (Country Code)    (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 Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(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.)</i>
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 for the same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:  
Signatory of Bidder]Date:

[Signature of Authorized  
Name:  
Designation:  
Seal:



**PROPOSAL EXHIBITS NO. 2**  
**AGREED TERMS & CONDITIONS**

To  
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **“Upgrading Guest House cum hostel at APL,Boitamari”**.  
Tender No – APL/C&P/F-II/Civil/2025-26/430

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 Payments specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	

7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 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 in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
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 to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	



20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder <b>falls under MSE Act.</b>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**PROPOSAL EXHIBITS NO. 3**  
**“NO DEVIATION” CONFIRMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **“Upgrading Guest House cum hostel at APL,Boitamari”**.  
Tender No – APL/C&P/F-II/Civil/2025-26/430

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:  
Designation:  
Seal:



**PROPOSAL EXHIBITS NO. 4**

**UNDERTAKING (IN LETTER HEAD)**

Tender Title - **“Upgrading Guest House cum hostel at APL,Boitamari”**.

Tender No – APL/C&P/F-II/Civil/2025-26/430

1. We solemnly declare that we have never initiated or filed any case/ litigation for any reason against M/s Assam Petro-Chemicals Limited/ Management/ Officials and if so we would be barred from participating in the tender process of the company.
2. We understand that we are fully responsible for the contents of this undertaking and its truthfulness.
3. The above statements have been made by us voluntarily which are true to the best of knowledge and belief. We hereby put our signature with full sound mind and without any force or coercion upon us on the date month and year mentioned herein before.

**Place:**

**[Signature of Authorized Signatory of Bidder]**

**Date:**

**Name:**

**Designation:**

**Seal:**



**PROPOSAL EXHIBITS NO. 6**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To  
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **“Upgrading Guest House cum hostel at APL,Boitamari”.**

Tender No – APL/C&P/F-II/Civil/2025-26/430

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:  
Designation:  
Seal:

**PROPOSAL EXHIBITS NO. 6****CHECKLIST of Documents required to be submitted with Technical (Un-priced) Bid**

Please tick (v) in the CHECK BOX

Sl. No.	Description	CHECK BOX
1.	Signed Tender Documents	
2.	EMD of required amount / MSME certificate	
3.	Work orders & completion certificates to comply the Bidder's qualification criteria.	
4.	Copy of PAN card, GST registration, EPF registration	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR (Annexure – 2) & Proposal Exhibits No. 2	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2023-24, 2022-23, 2021-22.	
9.	Copies of Income Tax Return for FY 2023-24, 2022-23, 2021-22.	

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SEAL OF BIDDER

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SIGNATURE OF BIDDER