



TENDER NO: APL/C&P/2025-26/414

DATE: 08.04.2025

ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

NOTICE INVITING TENDER

FOR

**INSPECTION SERVICES OF MATERIALS TO BE CARRIED OUT AGAINST OUR DIFFERENT
PURCHASE ORDERS/ WORK ORDERS FOR OUR PLANT OF APL**

TENDER NO: APL/C&P/2025-26/414

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,
Dist- Dibrugarh, Assam
Tel: (0374) 2500331/212/518
E-mail: contract@assampetrochemicals.co.in
Website: www.assampetrochemicals.co.in

REGD. OFFICE:

4th Floor, ORION Place, Bhangagarh
Srimanta Sankardev Path, Guwahati-781005
Tel: (0361) 2461470/2461471/246

E-mail: contract@assampetrochemicals.co.in

**1. INTRODUCTION:**

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

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

1.2. The site for the New Plant:

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

1.3. Approach to site:

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

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



2. SCOPE OF WORK:

a) The Service Provider should carry out all the inspection of materials/ fabrication jobs as per the specification and quality of materials against respective Purchase Orders/ Work Orders.

b) The Service Provider will issue the Inspection Release certificate to the vendor and one copy of the same to be sent to APL with due approval, seal and signed by Service Provider prior to dispatch of the material so as to issue the necessary dispatch clearance to the vendor.

APL Scope:

a) All expenses towards travel, boarding, lodging and incidentals, site transport for visits outside office location for India and outside India shall be reimbursed at actual on submission of documentary evidence . However, local transport expenses are not payable.

b) Travelling time during working hours shall be paid on submission of Time sheet certified by APL.

c) GST as applicable will be paid extra at actual by APL. To incorporate our GST No. 18AABA6913A1Z6 in your tax invoice to avail the benefit of GST.

3. BASIS OF INSPECTION:

(a) Basis of Inspection would be as per specification of materials, drawing, data documents & QAP relating to respective Purchase Orders/ Work Orders.

4. FAULTS AND REMEDIAL WORK:

1. The Service Provider shall carry out the works in accordance with the specifications of materials/works acceptable to us. In case, of any fault in your works for reasons attributable to you, you shall take the necessary action for providing necessary inspection services on free of cost, required to rectify such faults.
2. Such services shall be provided by you up to 12 months after the completion of your inspection services.

5. BIDDER'S QUALIFICATION CRITERIA:

a) TECHNICAL:

1. **Bidders must have** previous experience in Inspection activities and conversant with Electrical/ Electronics/ Mechanical/ Instrumentation etc. appliances/equipment's & equipment test procedure in the last 7(seven) years. Documentary proof must be furnished in support of the experience by way of



purchase order / work order / contract document along with satisfactory performance/completion certificate from the organization to which such services have been rendered.

2. The completed similar work experience (as defined in Clause No.1 above) should be any one of the following:

03 (Three) similar completed services each costing not less than the amount equal to **Rs. 2,79,837.00**

Or

02 (Two) similar completed services each costing not less than the amount equal to **Rs. 3,49,796.00**

Or

01 (One) similar completed services costing not less than the amount equal to **Rs. 5,59,674.00**

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

b) COMMERCIAL:

1. To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31st March viz. 2024-25, 2023-24, 2022-2023 should not be less than **Rs.2,09,878.00.**
2. The Bidder has to submit Income Tax Return for the last three financial years viz. 2024-25, 2023-24, 2022-2023.

6. INSTRUCTIONS FOR SUBMISSION OF BIDS

6.1 SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 15:00 Hrs on dt. 08.04.2025 up to 15:00 Hrs on dt. 28.04.2025
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 28.04.2025
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	Dy. General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited



		P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	At 15:00 Hrs on dt. 29.04.2025
f)	Contact Person with details for any clarifications	Nava Bikash Borah Dy. General Manager (C&P) Mob. No. +91-94351 39178 Email- borah.nb@assampetrochemicals.co.in -contract@assampetrochemicals.co.in And P.S. Paul Sr. Manager (C&P) Mob. No. +91-7002741046 Email- pspaul@assampetrochemicals.co.in -contract@assampetrochemicals.co.in
i)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
j)	Earnest Money Deposit (EMD)	INR 14,000.00
l)	Bid Submission	Online in e-tendering portal www.gem.gov.in
m)	Availability of Tender Documents	1. www.assampetrochemicals.co.in 2. www.gem.gov.in

7. INSTRUCTION TO BIDDER:

- Rates quoted should be inclusive of all taxes and duties and of GST.**
- The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is per ANNEXURE-II.**
- EARNEST MONEY DEPOSIT:** The bidder has to deposit a sum of **Rs. 14,000.00 (Rupees Fourteen thousand)** only in online mode only by Netbanking/ RTGS/ NEFT or Bank guarantee in favour of ASSAM PETROCHEMICALS LTD. payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in Annexure-IV. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest. EMD of successful Bidder can be adjusted with SECURITY DEPOSIT.

Bank Details: Beneficiary Name- M/s Assam Petrochemicals Ltd
Account Number-777705781005
IFSC Code- ICIC0002455
Bank – Christian Basti, Guwahati



Exemption of EMD

- i. **MSME** valid certificate under category of similar works is considered for exemption of EMD.
 - ii. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) is considered for exemption of EMD.
4. The bidder shall be solely responsible for compliance of safety rules and regulation as per Factory Act as applicable.
5. Safety Appliances/ PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.
6. Any injuries or accidents to your team members shall be taken care by you at your own risk and cost and shall comply with all safety rules and regulations.
7. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract. APL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever. Incomplete bids submitted after due date will be rejected.
8. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer-in-Charge.
9. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any kind due to variation or ignorance of site conditions and environment conditions will not be eligible in any circumstances.
10. Failure to furnish all the information required by the bidding documents or the submission of a bid not substantially responsive to the bidding document in every respect may result in the rejection of the bid.
11. **PERIOD OF CONTRACT:**

Initially the contract will be awarded for a period of 1 (One) year and may be extended further period up to 1 year depending on satisfactory performance of service of the contractor if necessary on the same terms and conditions.
12. **MOBILIZATION ADVANCE:** There will be no mobilization advance
13. **INSOLVENCY OR INHABILITY TO PERFORM THE CONTRACT SATISFACTORILY:**

If the contractor's performance of any portion of it or his subsequent rate of progress is unsatisfactory, the Company shall have the power to declare the contract to an end. In case, the contractor shall be liable for any expenses or damage, which the



Company may incur in connection with contractor's default will be recovered from the Contractor and security deposit shall stand forfeited.

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

15. **REFUND OF SECURITY DEPOSIT:**

On satisfactory performance and completion of the contract in all respects, the security deposit will be returned to the contractor without any interest on presentation of an absolute "**NO DEMAND CERTIFICATE**" from the welfare section

16. **FORCE MAJEURE:**

- i. Neither the contractor nor the company shall be considered in default of its obligation hereunder, if such performance is prevented or delayed by war, hostilities, revolution, flood, earthquake, civil commotion or because of any law and order proclamation or ordinance of the Govt. Or of any other cause beyond the reasonable control of the party effected.
- ii. Should one or both parties be prevented for fulfilling contractual obligation by a state of force lasting continuously for a period of six months the two parties shall consult together regarding the future execution of the agreement.

17. **ASSIGNMENT OF SUB-LETTING OF CONTRACT:**

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

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

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



20. The contract will be implemented strictly as per specification and all other conditions of APL General Direction and Conditions of Contract.
21. The Company also reserve the right to add or make any amendment of the above clauses as and when company feels necessary depending upon the changing situation.
22. Any dispute and subsequent course of action relating to the contract will be deemed to have arisen within jurisdiction of Dibrugarh Court only, no other court.
23. **TERMINATION OF CONTRACT:**
If Contractor shall neglect to execute work with due diligence or expedition, or shall refuse or neglect to comply any reasonable order given to it in writing / or oral by Management of APL in connection of work, or shall contravene any of the provisions of the contract, Company / Management may give notice in writing to contractor calling upon it to make good the failure, neglect or contravention complained of, within a period of 30 (Thirty) days. If contractor defaults to comply with any such notice, the Management may without prejudice terminate the contract.
24. For Clarification relating to bid/ Site visit the bidder may contact following:

Contact Person	Nava Bikash Borah, DGM (C&P) Mob: +91-9435139178 Email id- borah.nb@assampetrochemicals.co.in P.S. Paul, Sr. Manager (C&P) Mob. No. +91-7002741046 Email- pspaul@assampetrochemicals.co.in
Address	Assam Petro-Chemicals Limited P.O. Parbatpur, Dist-Dibrugarh (Assam), PIN-786623

8. INCOME TAX AND GST

1. Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.
2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Service Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)



3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.
6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
10. Any other provisions in the GST not mentioned above will be sou-motto applicable.

9. TERMS OF PAYMENT: The Service Provider will raise their invoice/bills against the respective Purchase orders/Work Orders indicating the Order No. and date after completion of inspection services. A copy of inspection release certificate with related papers and documents should be sent along with the bills for necessary payment. All invoices shall be paid within 15 days from the date of receipt.

**10. CONTRACT PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT:**

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

- a) On submission of Contract Performance Bank Guarantee (CPBG) by the successful bidder, EMD amount will be refunded after receipt of confirmation of CPBG from the issuing bank. The CPBG will be returned to the successful bidder after completion of work certificate by Officer-in-Charge, if there are no dues to be recovered by APL.
- b) The security deposit amount if deducted along with EMD amount shall be refunded after completion of contract period certificate by Officer-in-Charge after deductions if any due to APL. The security deposit shall not bear any interest.

11. BID REJECTION CRITERIA

- a) Non-Submission of EMD along with the Bid if applicable
- b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- c) Non-Submission of Important Bid Documents as mentioned.
- d) Not-Meeting Bidder's qualification criteria.

12. DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:

- a) Experience Certificate as mentioned in NIT's requisite conditions.
- b) Income Tax Return Certificate of the last three financial years.
- c) **EMD /MSME** Certificate.
- d) Work orders & completion certificates to comply the Bidder's qualification criteria.
- e) Copy of **PAN** card & **GST** registration
- f) Cancelled Bank Cheque
- g) Filled up Annexure and Proposal Exhibits.

Without the above documents Tender will be considered invalid or incomplete.

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.

14. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

- a) 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.
- b) 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.
- c) 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.
- d) Bidder(s) techno-commercially accepted will only be communicated for price bid opening.
- e) 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) Special Conditions of Contract
- c) Instruction to Bidders
- d) General Conditions of contract

**ANNEXURE-I****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, Bhangagorah,
Guwahati 781005, India

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

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

This AGREEMENT is made on the ____ day of _____ Month of _____ Year

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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

3) For the purpose of this CONTRACT address of Parties will be as follows and all



correspondence and notices in relation to present agreement sent to PARTIES at the addresses below shall be deemed to be sufficient for serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

Signed for and on behalf of

Bidder

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

**ANNEXURE-III****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 have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion
- (3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.
- (4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages



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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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 - IV****PROFORMA FOR EMD**

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

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

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

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



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

4. NOTWITHSTANDING anything contained hereinabove,

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

b. This guarantee shall be valid upto _____.

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

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

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

Corporate seal for bank



ANNEXURE-V
SCHEDULE OF RATES

SL NO	DESCRIPTION	UNIT	QUANTITY (Hours)	RATE/ HOUR	AMOUNT
1	Inspection Services of Materials to be carried out against our different Purchase Orders/ Work Orders for our Plant of APL at Vendors Site.	Hours	172	Quoted	Quoted
2	To & Fro travelling Charges, boarding, lodging, incidentals and site transport for visit	LS			Quoted
Total----I					Quoted
GST---II					Quoted
AMOUNT IN TOTAL---(I+II)					Quoted

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

- a. IGST _____%
- b. CGST _____%
- c. SGST _____%

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, bidders price will not be loaded with GST

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

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

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



TABLE OF CONTENTS

1. BIODATA FORMAT
2. FINANCIAL STATUS QUESTIONNAIRE
3. UNDERTAKING
4. 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

BIO DATA FORMAT

(Of Bidders for Communication)

- A. **NAME OF BIDDER :**
- B. **ADDRESS OF THE BIDDER :**
- C. **CONTACT PERSON :**
(With e-mail ID and mobile No)
- D. **GST Number:**
- E. **PAN NO:**
- F. **EPFO NO:**
- G. **Bank Details:**
 - i. Name of the Bank:
 - ii. Branch:
 - iii. IFSC code:

SEAL OF BIDDER

SIGNATURE OF BIDDER

Note: Enclose copies of PAN, GST registration, and work completion certificate with amount, to support financial qualification criteria. The bidder shall submit following in support:

(a) Copies of PAN, GST registration.

(b) Cancelled Cheque

All the documents shall be signed with date and shall bear the seal of the bidder.

**PROPOSAL EXHIBITS NO. 2****FINANCIAL STATUS QUESTIONNAIRE****A. ANNUAL TURNOVER:**

Financial Year	Gross Turnover	Turnover against Works of Similar Nature
2024-25		
2023-24		
2022-23		

B. PAN Number:**C. GST Registration No:****D. EPF Registration No:**

SEAL OF TENDERER

SIGNATURE OF TENDERER

Note: Enclose copies of audited balance sheet and profit & loss a/c for the last three financial years. Enclose copies of certificates of registration with Service Tax, EPF, VAT & Income Tax authorities. Also enclose copies of I/Tax returns.



PROPOSAL EXHIBITS NO. 3

UNDERTAKING

(IN LETTER HEAD)

TENDER TITLE: INSPECTION SERVICES OF MATERIALS TO BE CARRIED OUT AGAINST OUR DIFFERENT PURCHASE ORDERS/ WORK ORDERS FOR OUR EXISTING PLANT AND NEW PROJECT APL

Tender No: APL/C&P/2024-25/414

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. 4****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	
5.	Cancelled Bank Cheque	
6.	Filled up Proposal Exhibits	
7.	Applicable Rate of GST in SOR (Annexure – V)	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2024-25, 2023-24, 2022-23	
9.	Copies of Income Tax Return for FY 2024-25, 2023-24, 2022-23	

SEAL OF BIDDER

SIGNATURE OF BIDDER