

ASSAM PETRO-CHEMICALS LIMITED NAMRUP

NOTICE INVITING TENDER

FOR

APL CANTEEN SERVICES CONTRACT

TENDER NO: APL/C&P/Admin/2025-26/393

HEAD OFFICE:

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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:

The entire work of APL'S Canteen, such as serve the employees of Assam
Petrochemicals Ltd., with Tea and Snacks etc. as per the timings (enclosed) against
cash payment, house Keeping and running of Canteen and Catering Services will be
awarded to one Tenderer. The work should be done strictly in accordance with the
description of works and as per the APL General Direction and Condition of contract.

3. GENERAL TERMS & CONDITIONS:

- 1. The successful Tenderer shall employ required number of persons for satisfactory performance of the work allotted to him and minimum number of **six persons** to be deployed initially. Out of these six persons one will be Cook, and the other five will be service boys. The contractor has to ensure that all the employees put on the jobs, are doing their daily work as per time schedule. The persons employed in the Canteen shall not be engaged other than Canteen jobs.
- 2. Gate passes and identity cards will be issued to enter into the premises of the Company subject to the verification of character antecedent by police. In case the identity cards are lost, it is the responsibility of the contractor to ensure that the identity cards are not misused.
- 3. The successful Tenderer shall be responsible for the proper conduct of his employees.
- 4. All terms and conditions are to be observed by the contractor. For any difficulties, the contractor may immediately intimate the concerned department, i.e. Administrative Section of the Company.
- 5. The Contractor shall abide by the instructions issued by the Company from time to time in respect of Canteen Services.
- 6. The Contractor shall ensure that adequate personnel shall be deployed every day. The Contractor must ensure that the jobs are done as per the specification and in the event of any deficiency in service, proportionate deduction in payment shall be made for the said purpose, the discretion of the Management is final.
- 7. The Contractor shall prepare and serve the food in hygienic condition. In case of loss due to poor quality of food supplied, or in the event of the food being supplied becomes contaminated due to wrong handling, of concerned personnel, the quantum of loss and the charges there on will be at the discretion of APL's Management.



- 8. It is agreed and understood that it would be responsibility of the Contractor to ensure Compliance with all relevant laws and regulations relating to the disposal of waste including environmental laws governing such disposals. The Contractor shall dispose the waste materials only at designated site to be instructed by the Management. It is expressly agreed by the Contractor that he / she shall be fully liable and held accountable for any indiscriminate disposal outside designated site and / or any legal non-Compliance.
- 9. The Contractor shall be fully responsible for Safety & health of his employees the Contractor shall ensure that all his personnel, while serving duty comply with Company's rules and regulations regarding Safety. Wilful violation and non-adherence to safety instruction will lead to immediate termination of contract.
- 10. All employees of the Contractor is subject to periodic medical check-up and in case of being unfit, Contractor shall replace them immediately.
- 11. The Contract service provider must ensure the payment of wages to his employees on or before 7th day of the month (English calendar month) as per provisions of the Payment of Wages Act, 1936. The Contractor shall not be dependent on the Company's Bill to pay the monthly wage to their employees.

4. BIDDER'S QUALIFICATION CRITERIA:

a) TECHNICAL:

1. **Experience:** Bidders must have previous 3 years experience of running official Canteen in an organization of repute in last 10 years. Documentary proof must be furnished in support of the experience by way of purchase order / work order / Agreement / contract document from the organization to which such services have been rendered.

Three similar completed works each costing not less than the amount equal to

Rs. 12,34,718.00

Or

Two similar completed works each costing not less than the amount equal to

Rs. 15,43,397.00



One similar completed work costing not less than the amount equal to Rs. 24,69,435.00

- 2. The service provider must obtain a "Food License" from the appropriate authority and submit a Photostat copy of the same to the Company.
- 3. The Bidder must have all statutory license / registration etc. under the contract labour Regulation and Abolition Act, PF, ESI etc. where ever applicable for this kind of business.

2. **COMMERCIAL:**

- 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., 2022-23, 2023-24, 2024-25 should not be less than Rs. 9,26,038.00 of which should be supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
- 2. The Income Tax Return of the last 3 (three) financial years must be submitted along with the Bid documents.
- 3. The bidder shall have earned a net positive profit for the last three consecutive years.

5. OTHER TERMS AND CONDITIONS FOR APL'S CANTEEN SERVICES CONTRACT:

- 1. The service provider i.e. the contractor shall bear all other expenditure by way of fulfilling any and all statutory obligations and guidelines of the Central as well as State Government during the period of validity of the contractual service.
- 2. Any person engaged by the contractor, if allowed to work inside the project office / factory areas shall strictly abide by the rules and regulations as declared and dictated by the safety and security personnel of the Company. The successful tenderer shall be responsible for the proper conduct of his employees. In case it is noticed that any one of his staff is disrespectful or indulge in bad behaviours or commits thefts or lose tempers with any of the Company's employees or damage properties of the Company, the contractor shall be responsible for any loss suffered by the management consequent the conduct of his employees in the discharge of their duties relating to his work.
- **3.** The management will neither provide any accommodation nor give any land for construction of quarters for his employees. The following terms and conditions are to be observed by the contractor. For any difficulties, the contractor may immediately intimate the concerned department.



- 4. The Canteen should serve the employees of Assam Petrochemicals Ltd., with Tea and Snacks as per the timings (enclosed) against cash payment. Tea and Snacks will be carried manually by the contractor's labourer to Administrative building, Medical centre and to the Tea distribution centres situated inside the Factory premises for the employees.
- 5. The Canteen boys should be provided uniform by the contractor. It is specially emphasized that punctuality must be maintained and Canteen should be kept open for our inspection by our authorized representatives for ensuring cleanliness etc. Further a responsible person either the contractor himself or his authorized representative must be available in the Canteen for round the clock.
- 6. The Tenderer should sign every page of the tender paper / documents. Every correction in the tender documents should bear the Tenderer's initial before submission.
- 7. All quoted rates for items should be inclusive of all cost of supply, carriage and handling etc. of all materials plus cost of labourer and all incidental contingents and other expenditure required for the items. Rates quoted to be inclusive of all duties and Taxes wherever applicable. The Company shall not bear any liability of Duties and Taxes levied on such type of items. Rate must be quoted in both figures as well as in words by ink.
- 8. Each Tenderer should carefully examine the specifications by visit of the site of works and fully satisfy and acquaint him about the nature of service required and any other information he may be required for the successful completion of the works. No subsequent claim will be entertained on these accounts.
- 9. The management reserves the right to impose a reasonable penalty up to 10% on monthly bill value, in case punctuality, cleanliness, quality and quantity etc. are not maintained at all.
- 10. No other commodity other that the specified quality of eatables mentioned in the scheduled can be sold.
- 11. The contractor is required to engage at least 6 (Six) helpers out of which one should be a Cook to prepare and serve tea and snacks at Factory/Adm. Building Civil office and Medical centre including School.
- 12. Hygiene should be maintained in every respect like the potatoes used are to be peeled and cleaned properly along with other vegetables.
- 13. No any labourer under the age 18 (eighteen) years shall be employed on the work and all labourers employed shall be paid at rate not less than the rates fixed under the Minimum Wages Act'1948.



- 14. The Tenderer should be a licensed contractor under [(Contract Labour Regulation & Abolition) Act'1970] or they should produce a certificate from Labour Department to the effect that they are not covered by the Contract Labour Act.
- 15. A declaration in the form of affidavit shall be given to the effect that the Tenderer shall abide by all the provisions of The Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Factories Act 1948, Industrial Disputes Act 1947, Payment of Wages Act 1936, and The Employees Compensation Act 1923). Their respective Rules framed under each of the said Act and also other Labour Acts and Rules applicable to the Tenderer. In case, the Tenderer fails to do so, the Company shall have the right to deduct from the Tenderer's Bill the expenses which are to be incurred in connection with any claim or from any party including the labourer engaged by the contractor.
- **16.** A declaration shall be given to the effect that the Tenderer shall make the payment of wages regularly to the labourers engaged by him in presence of the authorized representatives appointed by APL as provided under the Contract Labour (Regulation and Abolition) Act 1970.
- **17.** Bidder shall not be an employee in Government/Quasi Government/Public Sector Undertaking and/or dependant of an employee of Assam Petro-chemicals Limited in service.
- **18.** A declaration shall be given to the effect that the Tenderer would pay an exgratia payment of Rs. 5,000/-(Rupees Five thousand) only to the dependant of the contractor's employees in the event of the labourer's death occurred while on duty. The payment would be made directly by the Company and will be recovered from the contractor's bill.
- **19.** The tender shall be valid for acceptance upto 180 days from the date of submission; no any Tenderer shall withdraw his tender after its public opening. Any such withdrawal will make the Tenderer liable to forfeit the Earnest Money.
- **20.** The service provider i.e. the contractor shall bear all other expenditure by way of fulfilling any and all statutory obligations and guidelines of the Central as well as State Government during the period of validity of the contractual service.
- **21.** Any person engaged by the contractor, if allowed to work inside the project office / factory areas shall strictly abide by the rules and regulations as declared and dictated by the safety and security personnel of the Company.
- **22.** The Tenderer should sign every page of the tender paper / documents. Every correction in the tender documents should bear the Tenderer's initial before submission.
- 23. All quoted rates for items should be inclusive of all cost of supply, carriage and handling etc. of all materials plus cost of labourer and all incidental contingents and other expenditure required for the items. Rates quoted to be inclusive of all duties and Taxes wherever applicable. The Company shall not bear any liability of Duties and Taxes levied on such type of items. Rate must be quoted in both figures as well as in words by ink. If any mismatch in the rate (in words) and rate (in figure), the lowest part shall be taken into consideration.



- **24.** Each Tenderer should carefully examine the specifications by visit of the site of works and fully satisfy and acquaint himself about the nature of service required and any other information he may be required for the successful completion of the works. No subsequent claim will be entertained on these accounts.
- 25. Contractor must arrange all materials from his own account including cooking gas.
- **26.** APL cannot guarantee timely arrival of material to be issued and will not entertain any claim for compensation, if there be any unavoidable delay in supply of materials.
- 27. A declaration in the form of affidavit shall be given to the effect that the Tenderer shall abide by all the provisions of The Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Factories Act 1948, Industrial Disputes Act 1947, Payment of Wages Act 1936, The Employees Compensation Act 1923, The Employees', Provident Funds and Miscellaneous
- 28. Contractor must arrange all materials from his own account including cooking gas.
- **29.** The Tenderer should be a licensed contractor under (Contract Labour Regulation & Abolition Act' 1970] or they should produce a certificate from Labour Department to the effect that they are not covered by the Contract Labour Act.
- **30.** APL cannot guarantee timely arrival of material to be issued and will not entertain any claim for compensation, if there be any unavoidable delay in supply of materials.
- **31.** Provisions *Act*, 1952. Their respective Rules framed under each of the said Act and also other Labour Acts and Rules applicable to the Tenderer. In case, the Tenderer fails to do so, the Company shall have the right to deduct from the Tenderer's Bill the expenses which are to be incurred in connection with any claim or from any party including the labourer engaged by the contractor.
- **32.** A declaration shall be given to the effect that the Tenderer shall make the payment of wages regularly to the labourers engaged by him in presence of the authorized representatives appointed by APL as provided under the Contract Labour (Regulation and Abolition) Act 1970.
- **33.** A declaration shall be given to the effect that the Tenderer would pay an ex gratia payment as per applicable laws to the dependant of the contractor's employees in the event of the labourer's death occurred while on duty. The payment would be made directly by the Company and will be recovered from the contractor's bill.
- **34.** Successful Tenderer shall have to submit under mentioned documents after awarding the contract.
- I. Goods and Service Tax return Certificate (Photocopy) as applicable.



- II. Provident Fund Enrolment Certificate, as applicable.
- **32.** No any labourer under the age 18 (eighteen) years shall be employed on the work and all labourers employed shall be paid at rate not less than the rates fixed under the Minimum Wages Act' 1948.

6. PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

I. Canteen Service:

The Contractor shall have to run the canteen in a smooth and uninterrupted manner. All the food items mentioned in the tender document should be made available by the contractor in time.

Menu

Breakfast (Roti Sabjee) :Rs 20.00
 Paratha (Single) with Sabjee :Rs 10.00
 Omelette (single) :Rs 12.00
 Veg Meal :Rs 50.00
 Non Veg Meal with Egg :Rs 70.00
 Veg Meal with Chicken/Fish :Rs 120.00

MINIMUM QUANTITIES FOR BREAKFAST

- 1. Chapatti 2 nos @ Rs 5/- per extra chapatti.
- 2. Sabjee 100 gm. @ Rs 5/- per extra Sabjee.
- 3. Omlette(Optional) 1 No.

MINIMUM QUANTITIES FOR VEG MEAL

- 1. Fine rice 200 gm
- 2. Dal(Masoor/Rahar/Moong)- 50gm
- 3. Fried Veg(Mixed) 150 gm
- 4. Veg Curry 150 gm
- 5. Salad/chutney/Papad

MINIMUM QUANTITIES FOR NON - VEG MEAL WITH EGG

1. Fine rice - 200 gm



- 2. Dal (Masoor/Arahar/Moong)- 50gm
- 3. Fried Veg (Mixed) 150 gm
- 4. Veg Curry 150 gm
- 5. Salad/chutney/Papad
- 6. Egg Curry with 02 nos. of Eggs

MINIMUM QUANTITIES FOR NON - VEG MEAL WITH CHICKEN/FISH

- 1. Fine rice 200 gm
- 2. Dal(Masoor/Arahar/Moong)- 50gm
- 3. Fried Veg(Mixed) 150 gm
- 4. Veg Curry 150 gm
- 5. Salad/chutney/Papad
- 6. Egg (2 nos.) with curry
- 7. Chicken with Chicken curry/ Fish with Fish Curry(Chicken/Fish minimum 100 gm)

The contractor must strictly adhere to the above mentioned prescribed rates only for catering/supply of veg./non-veg. meals.

II. Catering service:

The contractor shall make his own arrangement for transportation/distribution of food materials (mentioned below) at the rate mentioned below to different sections/offices/installations within APL Admin building & Factory Campus.

Description of Standard weights/units/quantity

Sweets:

- 1. Rosogulla:50 grams @ Rs 8.00
- 2. Gulabjamun:35 grams @ Rs 8.00
- 3. Bundia Laddu:30 grams @ Rs 5.00
- 4. Jalebi:35 grams @ Rs 3.00

Snacks:

- 1. Samosa: 50 grams @ Rs 5.00
- 2. Puri Bhaji Dal: 2 piece @ Rs 15.00
- 3. Vegetable Cutlet: 50 grams @ Rs. 10.00
- 4. Vegetable Chop: 50 grams@ Rs 8.00
- 5. Kachori: 35 grams@ Rs 5.00
- 6. Bread with Butter: 2 slices@ Rs 10.00
- 7. Nimki: 20 grams@ Rs 5.00
- 8. Cake: 50 grams@ Rs 10.00
- 9. Boiled Egg: 01 No. @ Rs 8.00
- 10. Gaja: 25 grams@ Rs 5.00



11. Khurma: 25 grams@ Rs 5.00

SOFT DRINKS:

1. Of reputed brands e.g. Coca Cola, Pepsi, Kissan etc. (max rate as per MRP)

BEVERAGES:

- 1. Tea in cups (black) @ Rs 5.00
- 2. Coffee in cups @ Rs 10.00
- 3. Tea with milk@ Rs 7.00

I. All the food items mentioned under point no. 1 and 2 should be always available in the canteen in sufficient quantities as per the requirement of the Company. Any other food material not enlisted in the above menu can be served at existing market rate with prior approval of the Management.

II. All Company employees/Contractual workers/Visitors etc, can take meals in the canteen at prescribed rates,

III. The Goods and services tax may will be paid extra on the above rates,

IV. Timing:

Breakfast: 07:00 AM - 09.00 AM

Lunch: 11.00 AM - 01:00 PM

Evening Snacks: 02:00 PM - 04:30 PM

Service timing for catering tea and snacks:

TIME AND SPOT for catering tea & snacks:

General:

- 1. Project Office/Civil Office
- 2. Finance & Accounts/Civil Office
- 3. Workshop/ Stores.
- 4. Factory Office.
- 5. Admin. Building.
- 6. Security/Telephone.

Shift:

- 1. Fire
- Formalin Plant



- 3. Methanol Control Room
- 4. Boiler House/Turbo Generator
- 5. Elect. Sub. Section

Shift	Place	Time for Distribution of Tea & Snacks
General Shift	A, B, C, D, E, F	09:00 AM to 09:30 AM
		02:00 PM to 02:30 PM
Morning Shift	G, H, I, J, K	07:00 AM to 07:30 AM
		09:00 AM to 09:30 AM
		01:30 AM to 12:30 PM
Evening Shift	G, H, I, J, K	03:00 PM to 03:30 PM
		05:00 PM to 05:30 PM
		08:00 PM to 08:30 PM

7. INSTRUCTION TO BIDDER

- 1. Rates quoted should be inclusive of all taxes and duties and of GST.
- 2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order.
- 3. EARNEST MONEY DEPOSIT: The bidder has to deposit a sum of Rs. 61,736.00 (Rupees Sixty One thousand Seven hundred and Thirty Six) 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-I. 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 Name- ICICI

Branch- Christian Basty, 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. MSME valid certificate under category of similar works is considered for exemption of EMD.
- 5. The bidder shall be solely responsible for compliance of safety rules and regulation as per Factory Act as applicable.
- 6. Safety Appliances/ PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.
- 7. 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.
- 8. 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.
- 9. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer-in-Charge.
- 10. The bidder may at its own discretion can examine the site of works and its surrounding and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the contract. Claims of any kind due to variation or ignorance of site conditions and environment conditions will not be eligible in any circumstances.
- 11. 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.
- 12. PERIOD OF CONTRACT: The contract will be awarded for a period of 02 (Two) years.
- 13. TERMS OF PAYMENT



- a. The contractor has to submit his monthly bill (English calendar month) after the closing of each month in respect or work done by him. The bill will be verified by the Admin office. Service Tax returns to be submitted by the contractor quarterly/half yearly as per the provision.
- b. Contractor/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 contractor/vendor fails to provide the invoice in the form and manner prescribed under GST act. Read with GST invoice Rules there under OWNER shall not be liable to make payment against the invoice.
- c. GST shall be paid against receipt of tax invoice and proper payment of GST to government of India. In case of non receipt of tax invoice for non-payment of GST by the contractor/vendor, OWNER/APL shall withhold the payment of GST.
- d. Notwithstanding anything contained anywhere in the Agreement in the event the input tax credit of GST changed by the Contractor/Vendor is denied by the tax authorities to OWNER/APL due to reasons attributable to contractor/vendor OWNER/APL shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice or from Bank Guarantee/Security deposit. In addition to the amount of GST, OWNER/APL shall also be entitled to recover interest at the rate of 24% as penalty. In case any penalty is imposed by the Tax authorities on OWNER/APL.
- e. An amount equivalent to 10% of total contract value will have to be deposited as Security deposit through Bank Guarantee/ Demand Draft within 10 days from the issue of the Work Order, which will be released on completion of Job contract.
- f. Payment of R/A or final bill shall be made within thirty days from the date of receipt of the certified bill with necessary documents by disbursement section of the owner.
- g. Wherever possible, payment shall be tendered to the contractor in electronic (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account in the Tax Invoice to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

14. MOBILIZATION ADVANCE: There will be no mobilization advance

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



16.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

17.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

18. 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.

18. **FORCE MAJEURE:**

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

19. 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.

20. 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.

21. COMPLIANCE'S OF VARIOUS LAWS:

The contractor shall be bound to fulfil all the obligations of the Company under the various Contract Labours (Regulations and Abolition) Act 1970 and rules thereof, in which the contractor shall have to obtain Licence. Registration from the Licensing Authority, Dibrugarh / Tinsukia as is applicable.

The Company shall be free to terminate the contract Agreement without notice and make such steps for protection its interest as considered necessary at discretion of APL Management.

The bidder shall ensure compliance with all statutes, law, 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.

22. 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.

- 23. The Administrative section will look after the affairs of Guest House and its canteen and a complaint Book shall be kept as may be decided by the Administrative section, where all the complains are to be recorded by the APL employees or Guest only. The complaint book shall be forwarded to Sr. Manager (Admin.) weekly for verification. A penalty shall be imposed up to a limit of 10% of monthly bill value as indicated which is to be recovered from the contractor in case of serious complaints.
- 24. The Contractor may allow credit facility to the employees of APL who desire to avail the guest house and its canteen facilities for their guest and the amount accrued there on, APL shall take necessary action to deduct the amount from the monthly salary of the employees concerned as per month wise list as per the bill submitted by the contractor through the Administrative section. However prior approval for accommodating employees for guest house and canteen facilities must be taken from the concerned officer.



- 25. The contract will be implemented strictly as per specification and all other conditions of APL General Direction and Conditions of Contract.
- 26. 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.
- 27. 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.

28. 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.

29. For Clarification relating to bid/ Site visit the bidder may contact following:

	Nava Bikash Borah, DGM (C&P)
Contact	Mob: +91-9435139178
Person	Email id-borah.nb@assampetrochemicals.co.in
	R.K.P Singh
	Sr. Manager (Admin)
	Mob. No. +91-9365486275
	Email-singh.rk@assampetrochemicals.co.in
Address	Assam Petro-Chemicals Limited
	P.O. Parbatpur, Dist-Dibrugarh (Assam), PIN-786623

30. The Proposal Exhibits No. 1 and Proposal Exhibits 2 listed below to be filled up by the bidder.



8. LABOUR LAW RELATED CLAUSES OF TENDER:

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

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

A.

S.N	Wage component	Rates
Α	Minimum wage	Minimum wages as notified by State Government
		That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 10 th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of release of their R.A bills.
В	PF Contribution including EDLI & Administrative Charges	13.00% of Minimum Wages
С	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act 2010	
D	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	
Е	Leave wages as per factory Act/Rule	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
F	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	
G	Death Gratuity	Gratuity will be payable only in case of death or permanent disablement during the currency of contract as per the provision of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination



		form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.				
Н	National Holidays:	That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).				
I	Festival Holidays:	That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day). Holiday list to be provided by APL.				
J	Shift Allowances:	Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for "C" Shift.				
К	Employment Card:	That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made there under without fail. Employment Card to be issued immediately on joining to their respective workers.				
L	Issuance of Wage Slip:	That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.				
М	Health Check-up	Every Contractor has to undertake his worker health check up as per the factory act and Assam Factory rule and submit report to the EIC.				

- B. The contractor shall have his own PF Code No. With the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme1995.Contractor to generate UAN No. for all his
- C. The contractor shall have his own ESI Code No .allotted by Employee State Insurance Corporation (ESIC) as required underEmployeeStateInsuranceAct1948.Incasethepremises / worksite is not covered under ESIC, contractor to obtain a suitable workman ship policy in line with the coverage of Employees Compensation Act, 2010.
- D. The contractor shall submit the Challans along with bank receipts/bank statement on monthly basis for the proof of PF contribution with RPFC and ESI Contribution with ESIC.
- E. The contractor is required to obtain labour license under the provisions of Contract Labour(R&A) Act, 1970 from the Licensing Officer i.e RLC (Central), Ministry of Labor, Govt. Of India at Dibrugarh.
- F. The contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Employee's



- Compensation Act 1923, and other relevant acts, rules and regulations enforced from time to time.
- G. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presenceofEngineerIn-
 - Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- H. The contractor shall be solely responsible and indemnify the APL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- I. The contractor shall indemnify APL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- J. All personnel deployed by the contractor should be on the rolls of the contractor.
- K. No contractor worker below the age of 18 years shall be deployed on the work.
- L. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- M. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of APL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
- N. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
 - Also, the contractor should obtain entry passes from Security Dept. through ENGINEER-IN-CHARGE/Concerned User Department for his employees.
- O. Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
- P. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct, etc. is violated. The contractor shall indemnify APL for any action brought against him for violation, non-compliance of any act, rules & regulation of center/ state/ local statutory authorities.
- Q. All existing and amended Security and Safety / Fire Rules of APL are to be followed at the worksite.
- R. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act1948 and Payment of Wages Act1936.
- S. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify APL from such liabilities.
- T. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract man power engaged by him from the Corporation.



- U. The contractor shall not employ or permit to be employed any person suffering from any contagious, loath some or infectious disease. The contractor shall get examined his employees /persons deployed from a Civil Govt. Doctor.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Plant Premises. If found under the influence of above, the owner/ APL will terminate the contract immediately and may refer the case topolice.
- W. The contractor hereby agrees to indemnify owner / APL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/APL.
- X. Following documents shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract:

Y. Immediately after issuance/receiving of Letter of Intent(LOI):

- 1. Application for issuance of Form–V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
- 2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
- 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
- 4. CopiesofAppointmentLetterstothepersonstobeengagedinAPLbythecontractor.
- 5. Copies of Identity Card issued by the contractor of persons to be engaged in APL.
- 6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- 7. Copy of Employee State Insurance (ESI) registration certificate issued by Employee State Insurance Corporation.
- 8. Copies of ESI Identity Card of persons to be engaged in APL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
- 9. At the time of submission of monthly bills:
 - i. Copy of wage register duly certified by authorized representative of the contractor and APL certifying as "Certified that the amount shown in the column no. has been paid to the workman concerned in my presence on----- (date) at (place)".
 - ii. The contractor is required to submit payment proof of bonus and leave with wages to the APL Management as and when required.
 - iii. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
 - iv. Copy of Electronic Challan cum Return (ECR) / Electronic Return for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.



- 10. Registers are to be maintained by the contractor:
 - **a.** Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act,1936: During the currency of the contract, the contractor has to maintain registers like:
 - 1. Muster Roll in FORM-XVIII
 - 2. Register of workmen in FORM-XIII
 - 3. Wage Register in FORM-XVII
 - 4. Register of Deductions in FORM-XX
 - 5. Register of Overtime in FORM-XXIII
 - 6. Register of Fines in FORM-XVI
 - 7. Register of advances in FORM-XXII
 - 8. Issuance and maintenance of Wage Slip in FORM XIX.
 - 9. Issuance of valid Identity Card by the contractor IN FORM XIV.
 - **b.** Employee State Insurance Act,1948: During the currency of Contract, the contractor has to maintain registers like:
 - Register of employee sin Form-6
 - AccidentBookinForm-11
 - c. At the time of closure of contract:
 - 1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying APL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments.

Z. Contactor shall ensure:

- Rest Day payment to the workers to be paid by the contractor.
- Shift Allowance to be paid to the workers by the contractor.
- Health Check-up of the workers to be done twice annually.
- Holiday payment for 11 days to be paid to the workers by the contractors

9. 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.



10. REQUIREMENTS FOR E-TENDERING

- 1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website https://assamtenders.gov.in/nicgep/app and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents including all addendum/corrigendum only from the above mentioned website i.e. https://assamtenders.gov.in/nicgep/app, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part II).
- 2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.
- The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
- 4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
- 5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website https://assamtenders.gov.in/nicgep/app and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "Bidders manual Kit" section available in the homepage at the website.
- 6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
- 7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.



- 8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process, kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
- 9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
- 10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
- 11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
- 12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.
- 14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e- procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
- 15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.



- 16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
- 17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
- 18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
- 19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

11. BID REJECTION CRITERIA

- 1. Prior to detailed bid evaluation, APL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the APLs rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by APL.
- The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.
 - a. Non Meeting Bidder-Qualification criteria
 - b. Defect liability period.
 - c. Bids with Price variation clause (PVC)
 - d. Non-Submission of EMD, if applicable
 - e. Non-Submission of Integrity Pact, if applicable along with the un-priced offer / on or before the bid due date & time as instructed in this Enquiry
 - f. Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.



- g. Submission of prices with erasures or corrections or using white fluids.
- h. Submission of Prices / rates in SOQ / SOR in un-priced bid.
- i. Rejection note as mentioned under various clauses of this ENQUIRY document
- 3. **Non-Workable Rate**: Bids with rates insufficient to cover basic and statutory costs will be rejected. Bidders must justify any unworkably low rates with a detailed cost breakdown. The tendering authority has the final say on bid rejection for non-workable rates.

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 ending on 2025.
- c) Certificate of average annual financial turnover of the last three financial years ending on 31-03-2025.
- d) Food licence from appropriate authority.
- e) Proof of Address (Any one of the following):Ration Card/Passport documents issued by Passport Authority/Voter Identity Card/Current Electricity bill/Latest paid telephone bill (BSNL – landline)/Driving licence/Updated Bank pass Book/Residential certificate either from Gaon Panchayat / Municipal Board / Town Committee.
- f) EMD of required amount/MSME Certificate.
- g) Work orders & completion certificates to comply the Bidder's qualification criteria.
- h) Copy of PAN card, GST registration, EPF registration No.
- i) Cancelled Bank Cheque
- j) 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

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non judicial stamp paper of value mentioned in the Tender document)
This AGREEMENT is made on theday of Month of Year
BETWEEN
Assam Petro-chemicals Ltd, a companyregistered 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
here in after 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 authorized in this behalf:	e executed this CONTR	ACT through their Representatives duly							
Signed for and on behalf of		Signed for and on behalf of							
Assam Petrochemicals Ltd.		Bidder							
SIGNATURE		SIGNATURE							
NAME		NAME							
DESIGNATION:		DESIGNATION:							
PLACE:		PLACE:							
DATE:		DATE:							
WITNESS:		WITNESS:							



ANNEXURE-II

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

(On non-judicial stamp paper of appropriate value)

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

IN CONSIDERATION O the Companies Act 1 Path, Bhangagorah, G	956, having its reg	stered office at	: Orion Pla	ace, Mahapuru	ısh Srimanta	
include its	successors	and a	issigns)	having	awarde	ed to
company registere	ed under the		Act,	1956 havir	ng its	office at
wherever the subject terms inter alia, of "t	he Corporation's"	Order No		dated		and the
General purchase co security for the perfor	mance of "the Ven	dor's" obligatior	ns and/or	discharge of "tl		" liability
under and/or in conn (Ru			•		cent) of the	Rs. e total order
/ contract value.						
We,	(hereir	after called "t	he Bank"	which expre	ssion shall	include its
successors and assig	gns) hereby jointl	y and severally	y underta	ake and guara	antee to p	ay to "the
Corporation" in rupe	es forthwith on de	mand in writing	g and with	nout protest o	r demur of	any and all
moneys anywise paya	able by "the Vendo	or" to "the Corp	oration"	under, in resp	ect of or in	connection
with the said supply	contract inclusive o	f all the Corpor	ation's lo	sses and dama	ge and cost	s, (inclusive
between attorney an the above as specified	l in any notice of de	mand made by	"the Corp	oration" to the	Bank with r	reference
to this Guarantee		-				
(Rupees that:) and "th	ie Bank" f	nereby agrees	with "the C	orporation"
This Guarantee/Un irrecoverable for all omidnight 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 anywise affected or suspended by reason of any dispute having been raised by "the Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the Vendor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
- 6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the Vendor" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
- 7. 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-III

INTEGRITY PACT

BETWEEN

		Assam l				AN	D	referred to as "T er referred to as	•		
						Pre	<u>amble</u>				
The	Principal	intends	to	award,	under			organizational cipal values full	•	-	
	and regula	-				onomi	c use of	resources, and	of fairness and	d transparen	cy in

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 nonsubmission of bids or any other actions to restrict competitivenessor 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 theBidder as deemed fitby 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 Principalincluding 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 :				



Annexure-IV SCHEDULE OF RATES

SI. No.	Description of Service	Quantity	Unit	Unit Rate	Amount in figures & Words
1	Semi-Skilled Worker	-	-	-	-
1.1	Labour charges for Semi-skilled (Cook) - 1 No.	730	Man days	Quoted	Quoted
1.2	Annual Bonus (Semi-Skilled- 1)	2	Nos.	Quoted	Quoted
1.3	PF (Semi-Skilled- 1)	24	Monthly	Quoted	Quoted
1.4	ESIC (Semi-Skilled- 1)	24	Monthly	Quoted	Quoted
1.5	Leave With Wages (1 day leave against 20 working days)	36.50	Man days	Quoted	Quoted
1.6	Overtime for Sunday	104	Man days	Quoted	Quoted
1.7	Holiday Pay (11 days) - Festival Holiday 8 Days + National Holiday 3 Days	22	Man-days	Quoted	Quoted
2	Un-Skilled Worker	-	-	-	-
2.1	Labour charges for Un-skilled (Labour) - 5 Nos.	3650	Man days	Quoted	Quoted
2.2	Annual Bonus (Un-Skilled- 5)	2	Nos.	Quoted	Quoted
2.3	PF (Un-Skilled- 5)	24	Monthly	Quoted	Quoted
2.4	ESIC (Un-Skilled- 5)	24	Monthly	Quoted	Quoted
2.5	Leave With Wages (@1 day leave against 20 working days)	182.5	Man days	Quoted	Quoted



2.6	Overtime for Sunday	520	Man days	Quoted	Quoted
2.7	Holiday Pay (11 days) - Festival Holiday 8 Days + National Holiday 3 Days	110	Man-days	Quoted	Quoted
3	Contractor's profit	24	Monthly	Quoted	Quoted
4	Overhead Costs	-	-	-	-
4.1	Administrative Charges & Health Check-up	1	Lump Sum	Quoted	Quoted
4.2	Safety Gears, Uniform and PPE	1	Lump Sum	Quoted	Quoted
5	Contingencies	1	Lump Sum	Quoted	Quoted
	Quoted				

NOTES:

1. Applical	ble rate of GST to	be mentioned by the Bidders
a. IGST	%	
b. CGST	%	
c. SGST	%	

- 1. Bidder is to quote considering the minimum wage @ Rs. 477.61 (Rs. 424.35/ day as per GoA + 12.55% VDA adjustment) for semi-skilled worker and Rs. 411.78 (Rs. 365.86/ day as per GoA + 12.55% VDA adjustment) per day for unskilled worker. The minimum wages are revised from time to time as per government notifications.
- 2. VDA adjustment of 12.55% is equivalent to 2 revisions of VDA amount of GoA per year.
- 3. Bidder has to quote in the entire Amount column. Nil/ Empty column would be considered null and void and as such the Bidder would be rejected.

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.

DATE: 03.04.2025

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

DATE: 03.04.2025

BIO DATA FORMAT

(Of Bidders for Communication)

A.	NAME OF BIDDER :	
В.	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:	
SEA	AL 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.

SIGNATURE OF TENDERER

DATE: 03.04.2025

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		

В.	PAN Number:	
C.	GST Registration No:	
D.	EPF Registration No:	

to. Fueless source of sudited belows short and mustice O less of fau the

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.

SEAL OF TENDERER

PROPOSAL EXHIBITS NO. 3

DATE: 03.04.2025

UNDERTAKING

(IN LETTER HEAD)

TENDER TITLE: APL CANTEEN SERVICES CONTRACT

Tender No: APL/C&P/Admin/2025-26/393

- 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

DATE: 03.04.2025

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 – VI)	
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