ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

NOTICE INVITING TENDER

FOR

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF COMPUTER / LAPTOP / PRINTER / UPS / LAN ETC. AT APL, NAMRUP FOR 2 (TWO) YEARS

TENDER NO: APL/EDP/C&P/2026-27/704

HEAD OFFICE:
Namrup, P.O. Parbatpur -786623,
Dist- Dibrugarh, Assam
Tel: (0374) 2500331/212/518
E-mail: contract@assampetrochemcials.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

NOTICE INVITING TENDER

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

NAME OF WORK	EARNEST MONEY	TENDER PROCESSING FEES
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF COMPUTER / LAPTOP / PRINTER / UPS / LAN ETC. AT APL, NAMRUP FOR 2 (TWO) YEARS	INR 45,000.00	INR 450.00

BID DOCUMENT ISSUE PERIOD	From 16:00 Hrs on dt. 18.11.2026 up to 14:00 Hrs on dt.30.11.2026
LAST DATE OF BID SUBMISSION	Up to 15:00 Hrs on dt. 30.11.2026
BID OPENING DATE	At 15:00 Hrs on dt. 01.12.2026
BID SUBMISSION	**In e-tendering portal** Government e Marketplace | National Public Procurement Portal
AVAILABILITY OF TENDER DOCUMENTS	1. Government e Marketplace | National Public Procurement Portal 2. www.assampetrochemicals.co.in

Sd/-
GM (TS) & C&P i/c

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. Approach to site:

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

2. SCOPE OF WORK:

Nature of Work: Onsite Annual Maintenance Contract (AMC) of Computer Hardware of heterogeneous makes/models, Servers, Computer systems, Laptops, Printers, Scanners, Active LAN Component etc. and Computer Operating Systems & Software.
Place of Work: The place of work will be at Assam Petro-Chemicals Limited, Namrup
Time Allowed: Two years contract from award of contract, extendable for another one year on receipt of yearly satisfactory performance report duly certified by the IT Section, Namrup.
The general scope of work includes.

a) The maintenance support includes operating system support, corrective and preventive maintenance.

b) The contract would be comprehensive i.e including replacement of parts (SMPS, Mother Board, logic circuit, RAM, Storage Drives, Paper feed rollers, gears, and carriage assemblies, Fuser assemblies and logic boards) of Original Equipments Manufacturer (OEM) except replacement of exhausted battery of UPS, Printer head, printer toners, ink cartridges, ribbons and cartridges for printers.

c) Upkeep and maintenance of the hardware installed.

d) To provide and maintain the required drivers and additional peripherals and hardware for maintaining the equipments.

e) Repair to be carried out at the location of the equipment.

f) Standby arrangement to be made in case the equipment is to be taken to workshop for repairs.

g) Support for users and troubleshooting of commercial software packages and removal of virus and re-installation of software, if corrupted.

h) General help in systems reconfiguration, system software problems, optimization set up, partitioning, formatting, interconnections, backup of data, internet setup in desktops, troubleshooting of browsers. Defining a Backup & disaster recovery strategy & taking scheduled backups. Customization of hardware and software etc.

i) Any other maintenance work to be undertaken related to the computer/IT peripherals/LAN including laying and Crimping network cables

j) Coordination with OEMs for troubleshooting of the computer and other peripherals under warranty.

k) The bidder should have an office in Dibrugarh / Tinsukia/Guwahati preferable in Namrup.

l) The bidder should have adequate technical staff in nearby APL Office with expertise, certifications for dealing in Windows server (2000 and above) operating systems, Linux/UNIX Servers operating systems, Windows desktop operating systems .

m) Stickers with Sl No should paste in all Asset with sl no, asset number, IT firm name, and phone numbers of support Engineers.

n) The bidder should have Repair Centre at nearby Namrup or in Assam duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime for servers and 98% uptime for PCs & peripherals. One Engineer of Repairing centre is also be suppose to be visit quarterly basis for smooth repairing of spare parts.

o) Although the scope of work of the three Resident Engineers shall primarily be confined to the APL, Namrup premises, they may, in exceptional circumstances, be required to undertake assignments outside the APL, Namrup premises, including at Boitamari, Kandla Port, or other nearby locations in and around Namrup, subject to

the prior approval of the Competent Authority of APL. In such cases, all expenses towards Travel Allowance (TA), Daily Allowance (DA), and accommodation for such official visits shall be borne by APL. However, the responsibility for ensuring appropriate risk management measures and maintaining adequate insurance coverage for the deployed personnel shall rest entirely with the Vendor.

p) Interested firms are hereby requested to fill in Annexure-A and Annexure-B

q) The list of computers, printers, UPSs, networking hardwares etc. is attached as Annexure-B. The estimated quantity shall be subject to variation. However irrespective of any variation in quantity of individual items, the rate shall remain unaltered. APL will not be liable to pay any additional expenses like taxes/duties and penalties. APL will not be liable to pay any charges related to transportation of faulty components / systems or stand by systems etc. between contractor's workplace and APL office. New equipments purchased from time to time, after the expiry of warranty/guarantee period, will also have to be serviced/ maintained at the same terms and conditions, and the AMC has also to be done at the same terms and conditions for these new equipments. APL reserves the rights to add/remove any item from AMC during the contract period.

3. BIDDER'S QUALIFICATION CRITERIA:

a) TECHNICAL:

1. Bidders should have experience in successful completion of similar works **(Similar work means maintenance of equipments with a Government Department / Public Sector Undertaking in Assam, of maintaining not less than 50 computers per year in each Department/PSU**). The company should furnish the satisfactory or successful completion of previous maintenance work of similar nature for the last three years as on date of publication of Tender. The completed similar work experience should be any one of the following:

3 (Three) similar completed services costing not less than the amount equal to **Rs. 8,99,442.00** per year including GST**.**

Or

2 (Two) similar completed services costing not less than the amount equal to **Rs. 11,24,302.00** per year including GST.

Or

1(One) similar completed services costing not less than the amount equal to **Rs.17,98,883** per year including GST**.**

2. The firm/company should be a licensed contractor under the Contract Labour (Regulation & Abolition) Act, 1970, or should produce a certificate from the Labour Department to the effect that they are not covered by the Contract Labour Act. The firm/company must also hold all statutory licences/registrations (PF, ESI etc.), wherever applicable for this kind of business.

3. The firm/company should be in existence for over 5 years in the trade as on 31.03.2026.

5. The firm/company must have expertise in on-site maintenance and repair of computers, laser jet printers, network components, peripherals and other hardware parts and accessories, and also expertise and experience in LAN troubleshooting. The bidder should have satisfactorily executed Annual Maintenance of 50 or more computers connected in LAN under RHEL/Windows environment for two years. A completion certificate to this effect from at least one Govt. Department/Public Sector Undertaking shall be furnished.

6. The bidder should have an office in Dibrugarh / Tinsukia / Guwahati, preferably in Namrup.

7. The bidder should have adequate technical staff near the APL office with expertise and certifications for dealing with Windows Server (2000 and above) operating systems, Linux/UNIX server operating systems and Windows desktop operating systems.

8. The bidder should have a repair centre near Namrup or in Assam, duly equipped with adequate technical staff and equipment for repair work, so as to ensure at least 99% uptime for servers and 98% uptime for PCs & peripherals. One engineer of the repair centre is also expected to visit on a quarterly basis for smooth repairing of spare parts.

9. The bidder should not have been black-listed / debarred at the time of submission of the tender by the Government of India or any Central PSU / PSE. A certificate of undertaking, duly notarized, must be submitted.

10. The bidder having a minimum of 10 (ten) qualified and experienced service executives (MSCE / CCNA / Diploma Engineer / Bachelor of Engineering) on their company payroll across the State of Assam will be given additional preference. A list of such engineers, along with deployed locations, must be furnished with the technical bid.

11. 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.

12. 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.

13. The bidder is advised to visit the site, at own cost, before preparing the bid and entering into the contract.

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. **2025-2026, 2024-2025 and 2023-2024** should not be less than **Rs. 6,74,581.00.**

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.

4. The bidder shall submit copies of balance sheet and Profit & Loss Account duly certified by CA for the last three financial years [for Financial Year **2025-2026, 2024-2025 and 2023-2024**] for the proof of turnover.

5. The firm/company must be registered as a firm or as a company with the Registrar of Firms or Registrar of Companies under the Companies Act 1956/2013. Income Tax Returns of the last three years shall be furnished.

4. SPECIAL TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

(i) The vendor will provide three qualified resident engineers as per qualification and experience mentioned (**Annexure –C**) in windows software and Linux software and maintaining computer equipments in Govt/PSU Sector. The Service engineers are to be deployed at APL site on all the working days from 8.00 AM to 4.30 PM for attending and redress of complaints. However, the engineer shall also be available on holidays or beyond the normal office hours as per requirement of APL if needed. The engineer shall be equipped with mobile phones to ensure their availability. The office time are to be strictly maintain if necessary some electronic media may be engage in this regards .

(ii) The successful vendor shall be responsible for the proper conduct of his service Engineers. The successful vendor should ensure that the manpower

so deputed under the contract should abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. The vendor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of APL that may prejudice the interests of APL.

(iii) The successful Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable

(iv) The responsibility for ensuring appropriate risk management measures and maintaining adequate insurance coverage for the deployed personnel shall rest entirely with the Vendor. Hence, the vendor will provide insurance cover to its service engineers. The service engineer or their legal heirs shall not claim any insurance/job benefit from the APL In case service engineer suffer any loss or damage to their life or person or property while working in the APL premises The vendor will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by their personals to the equipment/property/personnel of APL or its authorized occupants. He shall also be responsible for any claim/injuries sustained by any third party(s) including its own life/injuries/property etc.

(v) The vendor should pay minimum wage for their Service Engineers (Annexure-C) as per labor law and their PF & ESI/ Medi claim no. has to be provided to its Service engineers. The wages shall be justifiable based on **qualification and years of experience** and valid for the complete duration of the Contract. All relevant documents of service engineers like pay slip, PF, ESI, Medi claim are to be submitted quarterly basis along with AMC bill. The vendor should also nominate **one site in charge** from three support engineer who will directly report to concern authority as well as responsible for smooth execution of the contract along with his team members.

(vi) The vendor 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

(vii) The vendor has to pay bonus as per Payment of Bonus (Amendment) Act, during festival time by the contractor and proof of payment of bonus to be submitted.

(viii) For availing of any kind of leave by the service engineer, the suitable substitute support engineer are to be provided at site and the same are to be informed officially at concerned department. Penalty shall also be levied for the absence of resident engineer/leave without providing suitable

substitute at the rate of Rs.500 per day per Engineer.

(ix) The initial period of contract will be for two year from the date of award of contract. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The AMC can be extended, if so desired by the APL, based on the performance of the service provider.

(x) The firm/company will prepare logbooks for each of the machines to be taken under the AMC and Preventive maintenance with virus scanning and virus removal , special cleaning of the Monitor, printer, keyboard, mouse etc. from outside with liquid cleaner and inside and checking of voltage and other parameters will be carried out on quarterly basis. A Preventive Maintenance Report/logbooks are to be submitted quarterly basis for the release of AMC payment after duly signed by the end user and service engineer.

(xi) The service engineers would take up any reported fault with one hour. As far as possible, the repairs would be carried out on-site. However, in case the equipment is taken to the workshop, the firm would provide a standby for the same.

(xii) If the firm fails to carry out repairs within 24 hours, to the satisfaction of the user, a penalty of Rs. 200/- (Rupees two hundred only) per day or part thereof will be charged for delay beyond the one day till such time the PC/accessories are repaired. A call sheet duly signed by user and should be submitted to the computer section after successfully attending the call. Call sheets are to be submitted quarterly basis for the release of AMC payment after duly signed by the end user and service engineer.

(xiii) The successful bidder shall provide necessary support for maintaining virus free computer environment for in the APL and help in upgrading the Software's/Virus Detection mechanism. The successful bidder shall also be provide installation/configuration of all software's provided by Company like Antivirus, software patches, MS office, Acrobat, Java patches, Browser configuration etc.

(xiv) Immediately on award of the contract, the contractor would give a report taking over all equipment (giving their configuration in working condition also). It shall be the responsibility of the firm/company to make all the equipment work satisfactorily throughout the contract period and also to hand over the systems to the Department in working conditions on the expiry of the contract. In case any damage on the systems of the department is

found, compensation which would be determined by the Competent Authority will have to be paid by the firm.

(xv) It may also be noted that in case of contactor backing out in mid terms without any explicit consent of APL, the firm/company will be liable to recovery at higher rate vis-à-vis, those contracted with it, which may have to be incurred by APL on maintenance of machines for the balance period of contract through alternative means.

(xvi) The above act of backing out would be automatically debar the firm from any further dealing with APL and EMD/performance guarantee amount would also be forfeited.

(xvii) No advance payment in any case would be made. The vendor shall submit GST invoices for payment of quarterly maintenance charges at IT Department. However, the quarterly payment would be made after deducting penalty, on pro-rata basis on satisfactorily rendering of service and submission of following documents

- The details of replacement/repairmen of parts including Sl No, Date, location, asset no etc are to be listed out and same has to be submitted quarterly basis after duly signed by the end user/service engineer. .
- All relevant documents of service engineers like pay slip, PF, ESI, Medi claim are to be submitted quarterly basis.
- All Asset reports including consumable and non consumable are to be submitted quarterly basis after duly signed by the service engineer.
- Asset Movement register are to be submitted quarterly basis after duly signed by the service engineer
- Engineer's attendance reports are to be submitted quarterly basis after duly signed by the Vendors.
- Call sheet are to be submitted quarterly basis after duly signed by the service engineer/end users.
- Preventive maintenance report is to be submitted quarterly basis after duly signed by the service engineer/end users.
- The asset under AMC, stickers along with SL No should be updated quarterly basis. Any missing in Sl No or sticker is to be recorded and be submitted quarterly basis after duly signed by the service engineer.
- Any others documents related to this awarded AMC contract

(xviii) APL shall be entitled to deduct Income Tax at source in accordance with the provisions of Income Tax Act as applicable from time to time.

(xix) Taxes shall be paid extra as applicable.

(xx) Site facilities to the contactor and the charges are deductible. APL will not provide any local conveyance and boarding & lodging at Namrup Site office. Hence, **the Bidder should arrange necessary accommodation for providing 24 x 7 services from deployed Support Engineers at their own cost nearby Namrup Site office**.

(xxi) Any loss of APL property or articles and or materials supplied by the APL (if any) to the contactor shall be recovered at the replacement price of the materials/goods from the contractor's bills.

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

(xxiii) The vendor will arrange to provide additional senior engineer for resolving any critical and pending issues, if required.

(xxiv) The vendor shall arrange to provide photo identity card /Gate Pass to all deployed along with the proof of residence of the personnel by him for entry into the plant premises for safety and identification purpose only

(xxv) The service Engineer's to be deputed for providing AMC service at APL's shall maintain punctuality and discipline. If any service Engineer (s) engaged by the vendor is found to be undisciplined and / or is misbehaving with APL's officers/staff/authorized representatives and is under the influence of any intoxicant, APL may ask the vendor or his authorized representative to replace such service Engineer failing which the service Engineers may not be accepted for duty of APL. The time lost due to such eventualities shall be entirely to the contractor / agency's risk and cost and shall attract liquidated damages under this contract.

(xxvi) 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 environmental conditions will not be eligible in any circumstances.

(xxvii) Quotation received after due date, those received without separate sealed cover and rates not quoted in specified proforma will not be accepted. APL reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of the AMC.

(xxviii) The rate should be quoted per piece of each item of hardware and LAN separately. This is to facilitate addition or removal of equipments from the list covered under the contract. For comparing quotation of different parties

the total of annual value will be considered for a fixed number of equipment and LAN taken together.

(xxix) The tender is not transferable.

(xxx) APL reserves the right to amend / withdraw any of the terms and conditions contained in the Tender Document or to reject any or all the bids without giving any notice or assigning any reason thereof. The decision of the APL in this regard shall be final.

(xxxi) APL reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such steps not constitute a breach of the contract.

(xxxii) It will not be open for the contractor to refuse maintenance of any equipment which on the date of entering in contract is in working condition and is not more than six years old. Equipment which is more than six years old may be brought under contract by mutual agreement.

(xxxiii) The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. The contract will be on comprehensive basis inclusive repairs and replacement of spare parts without extra payment. So contractor is to maintain ready stock of minimum 10% spare parts yearly basis.

(xxxiv) The Contract shall be governed by and construed in accordance with the laws of India as well as the state of Assam and the courts at Dibrugarh, Assam shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract .Initially, in case of any dispute or any difference arising at any time between the APL and the Vendor, the same shall be resolved by mutual discussion. In case of any dispute or any difference, if not resolved, the settlement will be made in the Courts of Dibrugarh.

(xxxv) All the pages of the tender document should be sealed and signed by the bidder/tendered as a token of acceptance of all the terms and conditions.

(xxxvi) The bidder shall indicate the total quoted price both in figures as well as in words in the format for submitting the prices. Where there is a discrepancy between rates quoted in figures and in words, the rates quoted in words shall prevail. Where there is a discrepancy between the unit rates and the amount entered, the unit rate shall govern for evaluating the correct amount. Rates and prices shall be written only in the schedule of Quantities and Rates and not given in any other format will be rejected and Bidder will be disqualify.

(xxxvii) Bids will be evaluated based on technically and then lowest value satisfying all eligibility criteria.

(xxxviii) It shall also be the responsibility of the contractor to handover backs to this office all the equipments under contract in working condition at the end of this contract period.

(xxxix) **FORCE MAJEURE:** The vendor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following: - "Act of God, refusal of permissions or other Government Act, Fire, Explosion, Accident, industrial dispute and the like which renders it impossible or impracticable for the vendor to fulfil its obligations under the contract or any other cause/circumstances of whatsoever nature beyond vendor's control".

(xl) **TERMINATION CLAUSE:**

Prior to Company invoking any of its rights under clause (b) and (c) below, the PARTIES shall meet and discuss any outstanding of the other PARTY'S position. All efforts shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.

APL may by written notice to Contractor, terminate Contract whenever APL deems such termination to be in its best interests. Upon such termination the provisions of clause (e) below shall be applicable.

If Contractor shall neglect to execute WORK with due diligence or expedition, or shall refuse or neglect to comply with any reasonable order given to it in writing by Owner in connection with WORK, or shall contravene any of the provisions of the Contract, APL may give notice in writing to Contractor calling upon it to make good the failure, neglect or contravention complained of, within a period of 15 (fifteen) days. In Contractor's default of compliance with any such notice, APL may without prejudice to its rights rescind or terminate Contract.

On termination by APL under clause (c) above, APL may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or Firm/Company to execute the same. APL has the right to giving notice in writing of its intention of doing so to Contractor.

Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

5. INSTRUCTIONS FOR SUBMISSION OF BIDS

5.1 SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	**Single stage Two bid**
b)	Bid Documents Issue Period	From 16:00 Hrs on dt. 18.11.2026 up to 15:00 Hrs on dt. 30.11.2026
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 30.11.2026
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	**Mr. N.B. Borah, General Manager (TS) & C&P i/c** 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. 01.12.2026
f)	Contact Person with details for any clarifications	**Mr. Hemonta Dutta, Sr. Manager (System)** Mob. No. +91-9954420079 / 9435132456 Email- admin_APL@assampetrochemicals.co.in
g)	Bid Validity	120 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	INR 45,000.00
i)	Tender Processing Fees	INR 450.00
j)	Bid Submission	**Online in e-tendering portal** **Government e Marketplace | National Public Procurement Portal**
k)	Availability of Tender Documents	**1. www.assampetrochemicals.co.in** **2. Government e Marketplace | National Public Procurement Portal**

5.2 ONLINE SUBMISSION: Files containing documents to be uploaded in e-tendering portal are as under:

Cover No. 1	1. EMD + Integrity Pact + Undertaking	PDF File
	2. Un-priced Bid	PDF File
Cover No. 2	1. Price Bid	Microsoft Excel File

5.3 OFFLINE SUBMISSION: Hard copies of to be submitted are as under:

Envelope No	Contains	Marking
Envelope No. 1	Envelope No. 2 + Envelope No. 3	Marked on the top of the Envelope with Tender No & Work Description
Envelope No. 2	EMD + Integrity Pact + Undertaking	- do -
Envelope No. 3	Un-priced Bid	- do -

Note: Price Bid or Price related information should not be submitted along with documents submitted in hard copy. If submitted, the Bid will be rejected.

5.4 The hard copies of the bids are required to be submitted within 7 (seven) days from the Bid due date and send to the address given below:

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

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

6. INSTRUCTION TO BIDDER:

i) **Rates quoted should be inclusive of all taxes and duties and of GST.**

ii) **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.**

iii) EARNEST MONEY DEPOSIT: The bidder has to deposit a sum of Rs. 45,000.00 (Rupees Forty Five 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 Name- ICICI
Branch- Christian Basty, Guwahati

iv) **MSME** valid certificate under category of similar works is considered for exemption of EMD.

v) The bidder shall be solely responsible for compliance of safety rules and regulation as per Factory Act as applicable.

vi) Safety Appliances/ PPEs required at the time of execution of the jobs shall be made available by Bidder to his workmen.

vii) 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.

viii) 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.

ix) Payment would be made only for services satisfactorily rendered, to the satisfaction of the Engineer/ Officer-in-Charge, as per the terms of payment.

x) 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.

xi) 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.

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

xiii) **CONTRACT PERIOD:** The period of contract shall be for two years and may be extended for one more year based on satisfactory performance.

xiv) **MOBILIZATION ADVANCE**: There will be no mobilization advance

xv) **INSOLVENCY OR INABILITY 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.

xvi) **BID VALIDITY**: Bid validity period is 120 days from the DUE DATE or EXTENDED DUE DATE.

xvii) **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.

xviii) **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.

xix) **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.

xx) **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.

xxi) **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.

7. INCOME TAX AND GST

i. 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.

ii. 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.)

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

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

8. TERMS OF PAYMENT

a. No advance payment or mobilization advance in any case shall be made.
b. The vendor shall submit GST invoices for quarterly maintenance charges at the IT Department. The quarterly payment will be made after deducting penalty, on a pro-rata basis for satisfactory rendering of service, and on submission of the following documents:
c. Details of replacement/repair of parts, including serial number, date, location, asset number etc., duly signed by the end user / service engineer, on a quarterly basis.
d. All relevant documents of service engineers like pay slip, PF, ESI and Medi-claim, on a quarterly basis.
e. All asset reports, including consumable and non-consumable, duly signed by the service engineer, on a quarterly basis.
f. Asset movement register, duly signed by the service engineer, on a quarterly basis.
g. Engineers' attendance reports, duly signed by the vendor, on a quarterly basis.
h. Call sheets, duly signed by the service engineer / end users, on a quarterly basis.
i. Preventive maintenance report / logbooks, duly signed by the service engineer / end users, on a quarterly basis.
j. Asset stickers along with serial numbers shall be updated quarterly. Any missing serial number or sticker shall be recorded and submitted quarterly, duly signed by the service engineer.
k. Any other documents related to the awarded AMC contract.
l. APL shall be entitled to deduct Income Tax at source in accordance with the provisions of the Income Tax Act as applicable from time to time. Taxes (GST) shall be paid extra as applicable.
m. The security deposit shall be refunded after successful completion of the contract, subject to adjustment of dues, if any, against the contractor.

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. BID REJECTION CRITERIA:

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

a) Non-Submission of EMD 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.

11. 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** of required amount/**MSME** Certificate.
d) Work orders & completion certificates to comply the Bidder's qualification criteria.
e) Copy of **PAN** card, **GST** registration.
f) Filled up Annexure and Proposal Exhibits.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

SCHEDULE OF RATES / BILL OF QUANTITY (FOR TWO YEARS)

BILL OF QUANTITY - A: Inclusive of spare parts

SL. NO	ITEM	DESCRIPTION OF THE ITEM	Unit	QTY	UNIT RATE (RS.)	AMOUNT (RS.)
1	**Desktop Computer**	Dual core & above: Make Dell, HP/Lenovo for 2 years	Nos.	157	QUOTED	QUOTED
2	**Printer**	DMP Web LQ 5235 for 2 years	Nos.	14	QUOTED	QUOTED
		HP 1515 for 2 years	Nos.	2	QUOTED	QUOTED
		HP Laser 108A / HP Laser 1108 / HP Laser 1106 / Canon LBP6030B / MF631CN for 2 years	Nos.	15	QUOTED	QUOTED
		Ink Tank Printer (Make: Epson) for 2 years	Nos.	60	QUOTED	QUOTED
3	**UPS**	0.6 KVA All Comprehensive (excluding battery) for 2 years	Nos.	139	QUOTED	QUOTED
		1 KVA All Comprehensive (excluding battery) for 2 years	Nos.	3	QUOTED	QUOTED
4	**Laptop**	Laptop for 2 years	Nos.	20	QUOTED	QUOTED
5	**Server**	Dell Optiplex 7000 Dell Optiplex 5000 HP Proliant ML 10 Gen 9 HP Proliant ML110 for 2 years	Nos.	4	QUOTED	QUOTED
6	**Scanner**	HP / Canon for 2 years	Nos.	5	QUOTED	QUOTED
7	**Support Engineer (Details provided in Annexure-C)**	Resident Engineer (Team leader) – 1 No. (1 No x 365 days x 2 years)	Man days	730	QUOTED	QUOTED
		Resident Engineer – 2 Nos. (2 Nos x 365 days x 2 years)	Man days	1460	QUOTED	QUOTED
TOTAL (WITH 3 MANPOWER)---I						**QUOTED**
GST---II						**QUOTED**
AMOUNT IN TOTAL----(I+II)						**QUOTED**

NOTES: 1. Bidder has to quote considering the minimum wage @ Rs. 727.00 (Rs. 727/ day as per GoA) per day for Highly Skilled Worker. The minimum wages of GoA are revised from time to time as per government notifications.

2. Applicable rate of GST to be mentioned by the Bidders

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

3. Bidder has to submit the above SOR along with Un-Priced Bid specifying in the Rate & Amount column as "QUOTED". No Price related information is to be submitted in Un-Priced Bid.

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

I. The quantities indicated above are estimates and shall be subject to variation. Irrespective of any variation in the quantity of individual items, the rate shall remain unaltered and no claim shall be entertained from the contractor on this account. APL reserves the right to add / remove any item from the AMC during the contract period.

II. The rate shall be quoted per piece of each item (per annum). For comparing quotations of different parties, the total annual value for a fixed number of equipment and LAN taken together will be considered.

III. The rates quoted shall be net of GST. New equipment purchased from time to time, after expiry of the warranty/guarantee period, shall be maintained at the same terms and conditions.

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
2025-2026		
2024-2025		
2023-2024		

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: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF COMPUTER / LAPTOP / PRINTER / UPS / LAN ETC. AT APL, NAMRUP FOR 2 (TWO) YEARS

Tender No: APL/EDP/AMC/2026-27/704

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 (√) 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 – IV)	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2025-2026, 2024-2025 and 2023-2024	
9.	Copies of Income Tax Return for FY 2025-2026, 2024-2025 and 2023-2024	
10.	Technical Bid Proforma (Annexure-V) and Details of Service Engineers (Annexure-VI)	
11.	Undertaking of acceptance (Annexure-VIII)	
12.	Notarized undertaking of not being black-listed / debarred; Downtime Statement; Labour licence / certificate; Performance certificate from Govt. Dept./PSU	

_____ _____

SEAL OF BIDDER SIGNATURE OF BIDDER

ANNEXURE-A

1	Name of firm		
2	Address of Firm		
3	Registration No.		
4	Year of Incorporation (Photocopy of Certificate of Incorporation must be attached)		
5	Legal Status	Public Ltd. Co/Private Ltd. Co./ Partnership firm etc	
6	Name of the authorized signatory		
7	Specimen Signature of the Authorized signatory.		
8	Telephone Number of the authorized signatory and other Telephone Number of the firm.		
9	Whether the firm had enclosed EMD. If "Yes: then DD/Pay order no.		
10	Details of the Government Ministries/Department/Organization/PSUs etc. in which the firm is engaged in computer AMC activities from the F.Y 2022-23, 2023-24, 2024-25. Copies of work orders in which they have been given AMC of at least 100 computers in one single order in any Govt/Min./Deptt./Org. is to be enclosed.	Year	
		2024-25	
		2023-24	
		2022-23	
11	Annual Turnover F.Y 2022-23, 2023-24, 2024-25.	2024-25	
		2023-24	
		2022-23	
12	Whether proof/copies of work order on items at S. No. 10 enclose (Yes/No)		
13	List of copies of documents enclosed.		

SEAL OF TENDERER SIGNATURE OF TENDERER

Note: Enclose copies of balance sheet and profit & loss a/c for the last three financial years, certificates of registration with Service Tax, VAT & Income Tax authorities, I/Tax returns for the last three financial years and Authorized dealership certificate of the brand, Product Catalogue, price list, NOC from Manufacturer / dealer / distributor for participating in the bid.

DETAILS OF SERVICE ENGINEERS **ANNEXURE-B**

Sl No	Name	Technical Qualification	Area Of Specialization	Experience In Computer Maintenance	Date Of Joining In The Firm
1					
2					
3					
4					

SEAL OF TENDERER SIGNATURE OF TENDERER

ANNEXURE-C

SL NO	TYPE OF WORKER	CATEGORY	NUMBER OF WORKERS	MIN. QUALIFICATION & EXPERIENCE
1	Resident Engineer (Team leader)	**Highly Skilled**	1	10+2 (HS) with 2-year Computer Diploma course in & minimum 12 year of experience of working in a Petrochemical Industry or 3 Year Diploma Engineer in Computer Science and Engg & minimum 06 year of experience of working in a Petrochemical Industry or B.E. in Computer Science and Engg & minimum 03 year of experience of working in a Petrochemical Industry
2	Resident Engineer	**Highly Skilled**	2	10+2 (HS) with 1-year Computer Diploma course & minimum 04 year of experience of working in a Petrochemical Industry or 3 Year Diploma Engineer in Computer Science and Engg & minimum 02 year of experience of working in a Petrochemical Industry or B.E. in Computer Science and Engg & minimum 01 year of experience of working in a Petrochemical Industry