



ASSAM PETRO-CHEMICALS LIMITED
NAMRUP

Tender Document

For

**“Construction of Chain Link Fencing at 200 TPD Formalin Project at
Boitamari, Bongaigaon.”**

Tender No. APL/C&P/Civil/PROJ/2024-25/344



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

Ref.No. APL/C&P/Civil/PROJ/2024-25/344

Dated : 29/10/2024

NOTICE INVITING TENDER

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

Name of Work	Earnest Money	Tender Processing Fees
“ Construction of Chain Link Fencing at 200 TPD Formalin Project at Boitamari, Bongaigaon	Rs 10,300/-	Rs 100/-

BID DOCUMENT ISSUE PERIOD	From 17:00 Hrs on dt. 30/10/2024 up to 15:00 Hrs on dt. 12/11/2024
LAST DATE OF BID SUBMISSION	Up to 15:00 Hrs on dt. 12/11/2024
BID OPENING DATE	At 15:00 Hrs on dt. 13/11/2024
BID SUBMISSION	In e-tendering portal https://assamtenders.gov.in/nicgep/app
AVAILABILITY OF TENDER DOCUMENTS	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

Sd/-
Managing Director

1. INTRODUCTION

- 1.1. Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 500TPD based on Haldor Topsoe Technology in the year 2023 and 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 200 TPD Formaldehyde Plant along with captive power Unit and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major Petrochemicals Complex in the region.

2. GENERAL FEATURES AND SCOPE OF THE WORK:

- 2.1. Within 10 days of receipt of Letter of Intent (LOI) the Contractor shall submit a detailed methodology for carrying out all works as per the scope of the tender, details of main equipments, procurement specifications for all materials to be procured which shall be approved by the Engineer in charge before placement of order. These submittals shall be consistent with the general information submitted by the Contractor with his Tender and with modifications, if any, subsequently agreed to by the Engineer-in-Charge and the Contractor.
- 2.2. The Contractor shall take into account the peak demand on materials according to the approved construction schedule.
- 2.3. Contractor shall ensure that all necessary construction tolerances shall be adhered during construction as specified in the drawing/Technical specifications or as per relevant IS standards and/or as directed by the Engineer in charge.
- 2.4. Contractor shall submit necessary material consumption calculations which shall be approved by engineer in charge during execution of work.
- 2.5. Contractor to ensure that all concrete properties are achieved as specified in IS code. And also acceptance criteria of concrete shall be based on IS 456 and other relevant IS codes
- 2.6. All masonry works shall be carried out with cement mortar mix prepared using nominal Mix.
- 2.7. Bidders shall be deemed to be fully conversant with the Specifications including technical specifications, drawings, general conditions, instructions to bidders, etc and all terms and conditions of the Invitation to Bid. The Bid shall be prepared and submitted strictly in accordance with the requirements of this bid document. No deviations with Specifications, general conditions, etc, are allowed.
- 2.8. Technical Specifications of Materials

3.1. SUB-SOIL DATA

The OWNER has briefly carried out the soil investigations. However, Bidder is advised to visit the site and get acquainted with the site conditions, etc.

3.2. CEMENT

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

3.3. STRUCTURAL STEEL WORKS**a) Fabrication Yard:**

The CONTRACTOR shall make at his own cost the arrangement for the structural steel fabrication yard.

b) Painting On Steel Structure

Surfaces to be painted on steel structure shall be as described in Bill of Quantities.

c) Fabrication Drawings

CONTRACTOR shall prepare detailed fabrication and erection drawings based on the design drawings furnished by ENGINEER as called for in component specification "Fabrication of Structural Steel". Fabrication shall be taken up only after ENGINEER's approval of the drawings. MS Angles shall be JSPL, Tata, SAIL.

3.4. MEASUREMENT AND PAYMENT

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

3.5. ACCESS ROAD

Roads, whether of temporary or other nature, required to be constructed for access and for movement of men, materials, equipment, transport vehicles, vehicles carrying fill material etc. to or over borrow areas and/or to or over areas on which fill has to

be deposited shall be constructed by the Contractor at his cost. Such costs shall be deemed to have been included in the unit rates quoted by the Contractor. Such access in roads shall be maintained in good condition during all seasons to ensure completion of work according to time schedule.

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

3.7. GENERAL

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

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

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

3.11. MATERIALS

3.12. CEMENT

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

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

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

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

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

3.13 AGGREGATE

- a) Aggregates shall consist of naturally occurring stones and gravel (crushed or uncrushed) and sand. They shall be chemically inert, strong, hard, clean, durable against weathering, of limited porosity, free from dust/silt/organic impurities/deleterious materials and conform to IS:383. Aggregates such as slag, crushed over burnt bricks, bloated clay ash, sintered fly ash and tiles shall not be used.
- b) Aggregates shall be washed and screened before use where necessary or if directed by the ENGINEER.
- c) Aggregates containing reactive materials shall be used only after tests conclusively prove that there will be no adverse affect on strength, durability and finish, including long term effects, on the concrete.
- d) The fineness modulus of sand shall neither be less than 2.2 nor more than 3.2. If use of sand having fineness modulus more than 3.2 is unavoidable then it shall be suitable blended with crusher stone dust.
- e) The maximum size of coarse aggregate shall be as stated on the drawings, but in no case greater than 1/4 of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of the form. For most work 20mm aggregate is suitable. Where there is no restriction to the flow of concrete into sections, 40mm or larger size is permitted.
- f) In concrete elements with thin sections, closely spaced reinforcements or small cover, consideration should be given to the use of 10mm nominal maximum size.
- g) Plums 160 mm and above of a reasonable size may be used where directed. Plums shall not constitute more than 20% by volume of concrete unless specified by ENGINEER.

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

3.14 WATER

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

3.15 CHAINLINK FENCING

- i) The mesh wire and the line wire of the fabric shall be manufactured from galvanized steel wire conforming to IS 280, having a tensile strength within the range of 400 to 550 MPa
- ii) The width of fabric shall be the overall dimension from one extreme line wire to other extreme Line wire and shall be checked in fully stretched condition. The fabric shall be manufactured in widths of 0.90 m, 1.20 m, 1.50 m, 1.80 m, 2.00 m, 2.50 m, and 3.00 m or as per the requirement of the purchaser. The tolerance on the width shall be + 0.7 of the mesh size.
- iii) The fabric shall be supplied in rolls of 5.0 m, 10.0 m, 15.0 m, 20.0 m and 25.0 m or as per the requirement of the purchaser. The supplied length shall not be less than the above values when measured in fully stretched condition.
- iv) Each roll shall be warranted to contain no weld joint or splice whatsoever. The wire shall be circular and shall be free from scales, irregularities, imperfections, flaws, sand splits and other defects. The zinc coating shall be smooth, even and bright.

3.16 SAMPLES AND TESTS

- a) All materials used for the works shall be tested before use. The frequency of such confirmatory tests shall be decided by ENGINEER.
- b) Manufacturer's test certificate shall be furnished for each batch of cement/steel and when directed by ENGINEER samples shall also be got tested by the CONTRACTOR in a laboratory approved by ENGINEER at no extra cost to OWNER. However, where material is supplied by OWNER, all testing charges shall be borne by OWNER, but transportation and preparation of material samples for the laboratory shall be done by CONTRACTOR at no extra cost.
- c) Sampling and testing of aggregates shall be as per IS: 2386 under the supervision of ENGINEER. The cost of all tests, sampling, etc. shall be borne by CONTRACTOR. For coarse aggregate crushing value shall be tested.
- d) Water to be used shall be tested to comply with clause 5.4 of IS: 456.

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

4. PRE QUALIFICATION CRITERIA

4.1 TECHNICAL:

- (a) Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations & private sector companies during the last 5 (Five) years. Whereas similar nature job implies "Civil work related building work, Boundary wall work and any other work having matching the BOQ items."
- (b) To be eligible, the contractor should have successfully executed either one similar job having executed value of not less than **Rs.4,11,261.6 /-** or two similar jobs, each having executed value not less than **Rs. 2,57,038.00/-** or three similar jobs, each having executed value not less than **Rs. 2,05,630.00/-**.
- (c) The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries, required for carrying out the job.

4.2 COMMERCIAL:

- (a) To be eligible, the contractor should have a sound financial background and average annual turnover for the last three financial years, ending 31st March viz. **2022-23, 2021-22, 2020-2021** should not be less than **Rs. 1,54,223.00/-**.
- (b) The bidder shall have earned a net positive profit for the last three consecutive years.
- (c) The contractor should be registered under GST, Income Tax & EPF authorities
- (d) The Vendor should also fulfill all statutory conditions and furnish legible photo copies of, PAN , GST ,. As per Govt. Rules

5. INSTRUCTION TO BIDDER:

- 5.1. Rates quoted should be inclusive of all taxes and duties but exclusive of GST.**
- 5.2.** The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than **Rs. 100.00** within 3 days after issue of LOI / Work Order. The format for the same is as per **ANNEXURE-4**
- 5.3. EARNEST MONEY DEPOSIT :** The bidder has to deposit a sum of **Rs 10,300/- (Rupees Ten Thousand Three Hundred)** only by Netbanking/RTGS/NEFT or Bank guarantee in favor of **ASSAM PETROCHEMICALS LTD** payable at **NAMRUP** as earnest money along with their offer. Bank Guarantee Format is provided in Annexure-5. After acceptance

of order by Vendor / Bidder(successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.

- 5.4.** MSME valid certificate under category of similar works will be considered for exemption of EMD.
- 5.5. Definition of Similar Nature-** Similar nature of work implies civil work related building work, Boundary wall work and any other work having matching the BOQ items.
- 5.6.** The schedule of Quantities and rates shall be read in conjunction with the specifications, and tender documents. Contractor shall not rely merely on the description given in the schedule of quantities and rates. All the work shall confirm to IS specifications and quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This contract shall be unit rate contract wherein payment will be made as per actual construction/ installation quantities at site.
- 5.7.** Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transport, supervision, but exclusive of GST.
- 5.8.** Relevant IS codes as applicable in the entire works and commodities supplied shall be strictly applicable. Non compliance would lead to rejection of the executed job or the commodity supplied. Bidder shall be solely responsible for compliance of safety rules & regulation as per Factory Act as applicable. Any Injuries or Accidents to your Team Members shall be taken care by you at your own risk & cost and shall comply with all safety rules & regulations.
- 5.9.** All other terms & conditions shall be as per “Terms & Conditions of APL’s “General Conditions of Contract (GCC)”..
- 5.10. TIME SCHEDULE:** The Completion period shall be 30 (Thirty) days, from the date of issue of LOI/ WO by the Contractor. In case the job is delayed beyond the stipulated completion period (mentioned in work order) due to negligence, poor workmanship, deployment of unskilled manpower or of any other reason whatsoever on bidder’s part, a penalty at the rate of 1% of work order value per week, limited to maximum of 10%, shall be recovered from the bidder bills.
- 5.11. MOBILIZATION ADVANCE:** There will be no mobilization advance.
- 5.12. GUARANTEE PERIOD:** The work carried out by the bidder shall be guaranteed for a period of 12(twelve) months from the date of completion. EMD and Performance Guarantee money shall be released after completion of the job. The 10 percent retention money from each RA Bill shall be released after the completion of defect liability period.
- 5.13. BID VALIDITY :** Bid validity period is 180(One Hundred Eighty) days from the DUE DATE or EXTENDED DUE DATE.
- 5.14. APPLICABILITY OF LAW & JURISDICTION :** The contract shall be governed and interpreted in accordance with the applicable laws of India as well as the State of Assam. Any suit or proceedings to enforce the rights of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Dibrugarh only in the state of

Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.

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

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

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

6. INSTRUCTIONS FOR SUBMISSION OF BIDS

6.1. SALIENT FEATURES FOR SUBMISSIONS OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 17:00 Hrs on dt. 30/10/2024 up to 15:00 Hrs on dt. 12/11/2024
c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 12/11/2024
d)	Place of Submission of Hard Copy of Techno-Commercial Bid excluding Price Bid	Dy.General Manager (C&P), Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	At 15:00 Hrs on dt. 13/11/2024

f)	Contact Person with details for any clarifications	Nava Bikash Borah Dy.General Manager (C&P) Mob. No. +91-94351 39178 Email-borah.nb@assampetrochemicals.co.in contract@assampetrochemicals.co.in
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	Rs 10,300.00
j)	Tender Processing Fees	Rs 100.00
k)	Bid Submission	Online in e-tendering portal https://assamtenders.gov.in/nicgep/app
l)	Availability of Tender Documents	1. https://assamtenders.gov.in/nicgep/app 2. www.assampetrochemicals.co.in

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

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

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

7. INCOME TAX AND GST

- 7.1. Income tax at the prevailing rate shall be deducted from the BIDDER's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the BIDDER.
- 7.2. **The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Service Tax”** (hereinafter called GST) (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively.)
- 7.3. Bidder /vendor shall be required to issue tax invoices in accordance with GST Rules so that input credit can be availed by OWNER / APL. In the event that the bidder / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER / APL shall not be liable to make any payment against such invoice.
- 7.4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government in India or upon the same being reflected in the GST portal of the APL to the satisfaction of APL. In case of non- receipt of tax invoice or non-payment of GST by the bidder / vendor, OWNER / APL shall withhold the payment of GST.
- 7.5. GST payable under reverse charge , if any shall not be paid to the bidder /vendor but will be directly deposited to the government of India.
- 7.6. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to OWNER / APL due to reasons attributable to Bidder /Vendor, OWNER / APL shall be entitled to recover such amount from the Bidder/Vendor by way of adjustment from the next invoice or from Bank Guarantee . In addition to the amount of GST, OWNER / APL shall also be entitled to recover interest at the rate of 24% and penalty. In case any penalty is imposed by the tax authorities on OWNER / APL.
- 7.7. TDS under GST, if applicable, shall be made from bidder's /Vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the bidder /Vendor.
- 7.8. No variation on account of taxes and duties, statutory or otherwise, shall be payable by Client to bidder/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to OWNER / APL.
- 7.9. Any new taxes, duties, cess, levies notified or imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to OWNER / APL's Account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to bidder, any increase in these rates shall be borne by the bidder, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

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

8. TERMS OF PAYMENT:

- i) 90% of Payment will be against the bills submitted by the contractor upon the completion of job duly certified by Engineer-In-charge.
- ii) Remaining 10% of Payment shall be deducted as Retention money which shall be released after Completion of guarantee period or shall be released on submission of Performance Bank Guarantee for the Guarantee period plus 02(Two) Months claim Period.

9. SECURITY DEPOSIT:

- 9.1. The successful BIDDER shall furnish, within 15 days from date of issue of the Work Order, security deposit equal to 10% of the total accepted Work Order value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in **ANNEXURE-I** of this document.
- 9.2. On submission of Performance Bank Guarantee (PBG) by the successful Bidder, EMD amount will be refunded after receipt of confirmation of PBG from the issuing Bank. The PBG will be returned to the successful Bidder after completion of job, if there are no dues to be recovered by APL.
- 9.3. The Security deposit amount if deducted along with EMD amount shall be refunded at the end of the contract period after deductions if any due to APL. The Security deposit shall not bear any interest.

10. REQUIREMENTS OF E-TENDERING

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

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

failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.

- 10.17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
- 10.18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
- 10.19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

11. BID REJECTION CRITERIA:

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

- (a) Non-Submission of EMD & Integrity Pact along with the Bid if applicable
- (b) Submission of Prices or rates in SOQ / SOR in un-priced bid.
- (c) Not-Meeting the Bidders Pre-Qualification Criteria.
- (d) Non-Submission of Important Bid Documents as mentioned in clause 12.

12. IMPORTANT DOCUMENTS TO BE SUBMITTED WITH THE BID:

- (a) EMD of required amount./MSME certificate for EMD exemption .
- (b) Copy of PAN card , GST Registration No .
- (c) Income Tax return, Balance Sheet & Profit & Loss Statement for FY-2022-23, FY-2021-22, FY-2020-21.
- (d) All Annexure and Proposal Exhibits as attached at the end of this NIT to be dully filled and submitted.
- (e) Work Order and Job Completion certificate of previous experiences.

13. AMENDMENT OF BIDDING DOCUMENTS:

- (a) At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.

- (b) The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- (c) Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required
- (d) All Addendum / Corrigendum will be available in the website <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in

14. TECHNO-COMMERCIAL EXAMINATION OF BIDS:

APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

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

The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.

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

Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / WO will be issued to them.

15. REBATE:

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

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

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

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

17. ORDER OF PRECEDENCE

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

- (a) Corrigendum, if any
- (b) Instructions to Bidders
- (c) Special Conditions of Contract.
- (d) General Conditions of Contract

18. ROYALTIES ON MINOR MINERALS

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

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

ANNEXURE-1**BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITY OF THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

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

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

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anyway 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 anyway payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

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

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the obligations of "the Vendor" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

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

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

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

(by its constituted attorney)

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

SCHEDULE OF RATES

Annexure-2

Sl No	Description of items	Unit	Quantity	Rate(Rs.)	Amount(Rs.)
1	<u>EARTHWORK</u> Earth work in excavation by mechanical means(Hydraulic excavator)/Manual means over areas (Exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and deisposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
1.1	All kinds of soil	CUM	1.680	Quoted	Quoted
2	<u>CONCRETE WORK</u> Providing and laying in position cement concrete of specified gradeexcluding the cost of centering and shuttering-All work up to plinth level:				
2:1	1:2:4 (1 cement:2 coarse sand (zone-iii) derived from natural sources: 4 graded stone aggregate 20 mm nominal size derived from natural sources)	CUM	12.305	Quoted	Quoted
3	<u>BARBED WIRE:</u>				
3.1	Providing and fixing 1.8 high GI barbed wire fencing with 2.4 m RCC M15 grade 150 mm x 150 mm concrete post placed every 3 m centre-to-centre founded in M15 grade cement concrete, 0.6 m below ground level, every 15 th post, last but one end post and corner post shall be strutted on both sides and end post on side only and provided with 12 horizontal lines and 2 diagonals interwoven with horizontal wires, fixed with GI staples, turn buckles etc. complete as per clause 1705.	M	170.00	Quoted	Quoted
3.2	Painting with black anti- corrosive bitumastic paint of approved brand and manufacture to give and even shade:				
3.3	One or more coats on old work	SQM	1190.00	Quoted	Quoted
4	<u>CHAIN LINK FENCING</u> Providing and fixing G.I. chain fabric fencing of required width in mesh size 50x50 mm including strength with 2 mm dia wire or nuts, Bolts and washer as required complete as per the direction of Engineer-in charge.				
4.1	Made of G.I. wire of dia 4 mm	SQM	306.00	Quoted	

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

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

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

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

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

ANNEXURE-3**INTEGRITY PACT****BETWEEN**

Assam Petro-chemicals Ltd., hereinafter referred to as "The Principal",

AND

..... hereinafter referred to as "The Bidder / Bidder".

Preamble

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

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

Section 1 -Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder / Bidder

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

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

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 -Previous Transgression

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

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub-Bidder or of an employee or a representative or an associate of a Bidder, Bidder or Sub-Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will report to appropriate authority in this regards.

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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



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

Section 10 - Other Provisions

- 1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provision of this agreement turn out to be invalid the remainder of this agreement remains valid. In this the parties will strive to come to an agreement to their original intentions.

FOR THE PRINCIPAL

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____

ANNEXURE-4**PROFORMA FOR CONTRACT AGREEMENT**

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

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

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

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

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



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

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

Annexure – 5**PROFORMA FOR EMD**

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

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

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

2.We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and

that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer(s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

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

4. NOTWITHSTANDING anything contained hereinabove,

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

b. This guarantee shall be valid upto _____.

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

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

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

Corporate seal for bank



PROPOSAL EXHIBITS

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1. BIDDER'S GENERAL INFORMATION
2. AGREED TERMS AND CONDITIONS
3. NO DEVIATION CONFIRMATION
4. UNDERTAKING
5. CHECKLIST

PROPOSAL EXHIBITS NO. 1
BIDDER'S GENERAL INFORMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - **“Construction of Chain Link Fencing at 200 TPD Formalin Project at Boitamari, Bongaigaon.”**

Tender No – APL/C&P/ Civil/Proj/2024-25/344

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

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

Place:
Signatory of Bidder]Date:

[Signature of Authorized
Name:
Designation:
Seal:

PROPOSAL EXHIBITS NO. 2
AGREED TERMS & CONDITIONS

To
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - “Construction of Chain Link Fencing at 200 TPD Formalin Project at Boitamari, Bongaigaon.”

Tender No – APL/C&P/ Civil/Proj/2024-25/344

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

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

6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ APL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



PROPOSAL EXHIBITS NO. 3

“NO DEVIATION” CONFIRMATION

To
M/s ASSAM PETROCHEMICALS LIMITED

Tender Title - “Construction of Chain Link Fencing at 200 TPD Formalin Project at Boitamari, Bongaigaon.”

Tender No – APL/C&P/Civil/PROJ/2024-25/344

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:



PROPOSAL EXHIBITS NO. 4

UNDERTAKING (IN LETTER HEAD)

Tender Title - "Construction of Chain Link Fencing at 200 TPD Formalin Project at Boitamari, Bongaigaon." Tender No – APL/C&P/Civil/PROJ/2024-25/344

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. 5

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 – 2) & Proposal Exhibits No. 2	
8.	Copies of Audited Balance Sheet and Profit & Loss Account for FY 2022-23, 2021-22, 2020-21.	
9.	Copies of Income Tax Return for FY 2022-23, 2021-22, 2020-21.	

SEAL OF BIDDER

SIGNATURE OF BIDDER