



TENDER NO : APL/C&P/F&A/2022-23/048

DATE : 09.07.2022



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

NOTICE INVITING TENDER

FOR

Appointment of Internal Auditor for the financial year 2022-23

Tender No.: APL/C&P/F&A/2022-23/048

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist.- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: contract@assampetrochemicals.co.in

Website: www.assampetrochemicals.co.in

REGD. OFFICE:

4th Floor, ORION Place, Bhangagarh

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/246

E-mail: aplguw@assampetrochemicals.co.in



TENDER NO : APL/C&P/F&A/2022-23/048

DATE : 09.07.2022

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Dated : 09/07/2022

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	Estimated Cost	Earnest Money
Appointment of Internal Auditor for the financial year 2022-23	Rs. 2,50,000.00	Rs 5,000.00

BID DOCUMENT ISSUE PERIOD	From 15:00 Hrs on dt. 09.07.2022 up to 15:00 Hrs on dt. 23.07.2022
LAST DATE OF BID SUBMISSION	Up to 15.00 Hrs on dt. 23.07.2022
BID OPENING DATE	At 15.00 Hrs on dt. 25.07.2022
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/-
Deputy General Manager(C&P)**



SECTION-I

PREFACE

Assam Petro-Chemicals Limited (APL) was conceived for productive utilization of natural gas, which was being flared up in the Upper Assam oil fields. Only a small quantum of natural gas was then used in fertilizer industry and power generation. To prevent this colossal wastage, the company was set up by Government of Assam with joint participation of Assam Industrial Development Corporation Ltd (AIDC) and the public. 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. It started with a small Methanol plant with Formalin and a few Urea Formaldehyde resins as downstream projects with technology supplied by Mitsubishi Gas Chemicals Co. Inc, Japan. Commercial production began in 1976. To augment its capacities to meet increasing demand for its products, a bigger Methanol plant with 100TPD capacity was commissioned in 1989 with technology supplied by ICI, UK and a 100 TPD Formaldehyde Plant in 1998 with technology from Derivados Forestales of Netherlands which was then revamped to 125 TPD in the year 2012.

Assam Petro-Chemicals Ltd. is now implementing a mega project of 500TPD Methanol and 200 TPD Formaldehyde plant as an expansion project of the company at a total cost of Rs. 1337 crore. Implementation of the 500 TPD Methanol project is going on at the adjacent plot of existing plant at Namrup in Dibrugarh district of Assam. Implementation of 200 TPD Formalin project is about to start at Boitamari in Bongaigaon District. Governor 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 alongwith 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.

The company (APL) intends to appoint a Chartered Accountant / Cost Accountant Firm for conducting internal audit of the functions and all activities of the company for the Financial Year 2022-23. The firms are therefore requested to send their Proposal as per the Terms of Reference described in Sections II, III & IV.



SECTION-II

I. SCOPE OF WORK

A. OBJECTIVES

The objectives of the internal audit for the Financial Year 2022-23 is to seek a professional opinion on the internal financial control of the company (APL) and to ensure proper maintenance of books of accounts and other relevant documents at all levels.

B. SCOPE

The Audit will be carried out in accordance with the Generally Accepted Auditing Principles (GAAP), Indian Accounting Standard (IAS) and will include tests and controls, as the auditors feel necessary under the circumstances covering entire business activities and offices of the company. Following areas are given as indicative but not exhaustive and all areas are to be covered :-

1. Audit to cover all the areas ensuring that,

- a) Transactions are recorded as per principles of Generally Accepted Accounting Principles and are booked to proper accounting heads.
- b) Transactions are duly supported by proper supporting documents.
- c) Propriety of the transactions.
- d) Checking the maintenance of books of accounts and records.
- e) Checking the bank reconciliation statements.
- f) Checking of component wise, category-wise and account head wise expenditures.
- g) Checking of investments, short term deposit etc. made from time to time.
- h) Checking of various taxes/statutory compliance & liabilities(including contingent).
- i) To check all statutory records registers including Minute Books and to see that accounting effects of all the decisions taken at the meetings of Board of Directors are given in the Books of Accounts.
- j) Checking of procurement of materials, payment authorisation.
- k) Fixed Asset Register, Recognition of Fixed Assets, Depreciation & W/P capitalisation of Assets.
- l) Payment to Contractors& Vendors of Projects & Bills processing including ongoing Project.
- m) All Project financial activities like bank documentation outside agencies etc.
- n) Checking of Inventory whether maintaining Level of inventory or not also obsolete and non moving/slow moving inventory are to be checked and reported.

2. Financial Books

- a) Verification of Bank Book Journal, Vouching of Imprest Cash.
- b) Scrutiny of General Ledger, Staff Advance Registers, Commenting on loan outstanding entries, etc.
- c) Verification of cash and cheques in hand etc. as on the last day of the each quarter.
- d) Verification of all vouchers and sheets ensure correct accounting head.
- e) Scrutiny of general ledger and verification of Statement of Profit and Loss, Balance sheet, Cash Flow Statement and other notes on accounts.
- f) Verification of Salary/ Consultancy payments, P.F, I.T., TDS, etc., and verification of submission of various returns to the competent authorities in time.
- g) Verification of all financial information completely, promptly and after the necessary authorization was recorded.

3. Tenders & allied matters: (Procurement & Contract Management)

- a) The tenders floated should be as per Guidelines for Tendering and Purchase Policy of the Company and within the delegation of power of the officer etc.
- b) Ensure the basis of preparation of estimates of work/package is realistic and logical.
- c) Comparative Statement and the evaluation procedure should be checked based on random sampling method to establish the reasonableness of rates (considering the special conditions, if any) and irregularities to be reported.
- d) Check the Terms & Conditions of Letter of Award issued and Earnest money provided is kept in safe custody and is sufficient and valid.
- e) An agreement should be executed within the time stipulated by LOA and does not have negative future impact.

4. Project Execution

- a) Physical and financial evaluation, variance study of actual costs vis-à-vis sanctioned estimates, performance guarantee, in terms of the contract.
- b) Analysis of variation in work contract and work executed, basis of rates billed and check for required approval.
- c) Scrutinize present status of work that is still to be executed, with respect to the contract for any changes in Bill of Quantities having material impact on the project has acceptance of the competent authority
- d) Where extension of completion date of the contracts is required, the delay should be well justified, mention the reason of delay and whether approved by competent authority. Recommend Liquidated Damages as per the provisions of the contract, wherever required.
- e) Action of officers not included in Delegation of Power should be supported by proper approvals from competent authority.
- f) In case of departmental work, Check for logical and realistic estimates is duly approved by competent authority. Further, material procured and consumed should be properly reconciled at frequent interval.

5. Establishment matters (Human Resource Department)

- a) Surprise attendance verification of manpower and Checking of wages and salaries of different categories of employees including officers, contract staff, monthly and daily rated workers on the basis of their respective terms and conditions of employment.
- b) Random checks a few individual files and Service Book.
- c) Ensure compliance of PF and ESIC laws in case of daily wages, manpower on roll and as well as on contract.
- d) Verify the records with special attention to LTC, Leave & Medical rules, Final Settlement, Travelling allowances, Staff Loans/Advances.
- e) Any other procedural checks as required by Internal Auditor like:
 1. For arbitration, court cases and contingent liabilities, proper provisions should be calculated and booked.
 2. Management's compliance/ action on comments of the Statutory Auditors in their Audit report.
 3. Review of the deposit with Govt. Departments such as Electricity, Water, and Telephone etc. and EMD held by the company after completion of work/ contract etc.
 4. Checking of all Statutory licences for operation of Plant & Establishment.



6. System Improvement

The selected Auditor(s) will report any lacuna/weakness noticed in the existing procedures and suggest improvement. Any duplication of work noticed or work or unnecessary data noticed will be highlighted and reported. To give suggestions for improvement in production, marketing, maintenance, etc. Internal Auditors are encouraged to suggest solutions for system improvement and to rectify the errors or deficiencies and not merely confine to making observations but ensure compliance of the audit observations at the office itself in their presence. Irregularities of serious nature noticed during audit are to be reported to the Competent Authority through a special report confidentially.

7. Liaison

The selected Auditor(s) will liaise with the Management for the periodical meetings to review the progress of the work and to ensure requirement be fully met. To suggest the measures for cost control. Efficiency of the plant operation cost like operational energy & raw material consumption efficiency.

8. The Chartered / Cost Accountant firm so appointed would be required to look into the compliance of previous audit objections raised (if any) and have to verify or comment on the supporting documents/ vouchers submitted at latter stage, to settle the audit qualifications in the Audit report of this assignment.

9. Others

- a) Audit shall be on Continuous Basis.
- b) Certification and authentication of APL' Projects Utilization Certificates.
- c) Consultancy Service including filling of returns, getting assessments done, TDS compliance and consultancy on Income tax matters.
- d) Consultancy in filing of annual returns with Registrar of Companies.
- e) Consultancy on compliance of Goods & services Tax including filling of returns, getting Assessment done, TDS consultancy and compliance thereof.
- f) Audit and Consultancy in Provident Fund, Gratuity and other related matters.
- g) Consultancy in stocktaking of Fixed Assets & inventory.
- h) Any other related matters of importance.
- i) Tender & Allied matters
- j) To check the LD clause applicability for all purchase and contracts
- k) To check the compliance of statutory requirement in the service contract bill as per contract
- l) To check utilisation of production capacity for methanol and formalin plant
- m) To check the applicability of penalty to conversion agent for production of formalin as per contract
- n) To check the commission of dealers for sale of products as per agreement.
- o) Physical stock taking and report of variance of finished goods and inventory spares.
- p) To check the payment terms of the customers as per approval and actual and report.
- q) To check the price approval and price charged in the invoice.
- r) To check the dealers/ customers security deposit with debit balance and report

10. Reporting

After finalization of Audit, the Auditor shall submit Audit Report on the Accounts Audited as per timelines given in Section- III.

Internal Audit Reports should be prepared in five separate parts, namely:

Part-I: Executive Summary of significant observations;



Part-II: Action taken by the unit/section on previous Internal Audit Report;

Part-III: Important items which, in the opinion of the Auditor, should be brought to the notice of the Management/Audit Committee/Board of Directors;

Part-IV: Matters which, though erroneous, are minor in nature and would be adequate, if rectified locally;

Part-V: Suggestions for systems improvement;

The Auditor must discuss the draft report with the unit/section head before drawing up the final report and make a specific mention of this in his report. The Auditor must hand over one copy of the report to the unit/office head for necessary compliance and send a copy of the full Report (in soft and hard both) duly signed and dated to the Managing Director.

No para of the Internal Audit Report can be taken as closed unless satisfactorily resolved. Outstanding paras will be carried forward to the next report and need to be properly addressed in Part-II of the Internal Auditor's Report

11. GENERAL

Auditor would be given access to all Books of Accounts, Procurement documents, Legal documents, Sanction letters of APL, and all other documents and information which they think necessary for the purpose of audit. The auditors may make specific observations with respect to the efficiency of financial procedure, the accounting system and in general, the administration and management of the organization.

General Conditions

1. Selection of firm will be done only after detailed scrutiny of the credentials of the firm, their competency, no. of qualified Chartered / Cost Accountants & employees to be engaged for the Audit work experience etc.
2. The selected Firm will have to start the audit within 10 days from the date of issuance of the letter of appointment from APL.
3. The Audit of Accounts of APL as per the assigned work has to be completed in a time bound manner as specified in Section- III.
4. The selected firm will be required to comply with the instructions if any issued by the APL.
5. The successful Tenderer shall not be entitled to claim any additional amount for any reason whatsoever for the above audit work.
6. These are only proposed draft terms and conditions and can be modified at any time by APL at its sole discretion.
7. In case of any dispute, the decision of the Managing Director, APL shall be final and binding.

12. TIMELINES:

Schedule	For the period	Remarks
1st Quarterly Audit	1st April, 2022 to 30th June, 2022	Audit to be commenced immediately after award of work. Should be Report submitted latest by 31 st July, 2022
2nd Quarterly Audit	1st July, 2022 to 30th September, 2022	Report Should be Submitted latest by 31th October, 2022



3rd Quarterly Audit	1st October, 2022 to 31st December, 2022	Report Should be Submitted latest by 31st January, 2023
4th Quarterly Audit	1st January, 2023 to 31st March, 2023	Report Should be Submitted latest by 30th April, 2023
Annual Audit	1st April, 2022 to 31st March, 2023	Report Should be Submitted latest by 30th April, 2023

The audit of the accounts should be carried out on quarterly basis without any over lapping. Quarterly Audit reports & Annual Audit report need to be submitted to the Managing Director, APL in triplicate after completion of each quarter and the audit period should be minimum of 15 days for each phase of audit covering the entire scope.

Audit firm is required to visit APL offices as and when required as per scope of work. The audit should be executed by a competent team of professionals, comprising of at least 1 qualified Chartered / Cost Accountant with at least 2 years of experience and 1 semi-qualified staff (CA/CMA, CS, Inter CA/CMA, MBA (Finance) M.Com) who have strong exposure & experience and should be closely supervised by a partner level person who will oversee the audit and attend all meetings with the Top Management/Audit Committee/Board of Directors, as and when required.

II. SELECTION PROCESS:

Sl. No	Particulars	Points per criteria	Maximum Points	Self Assessment	Supporting documents
1	Year of Establishment of the Audit Firm / Limited Partnership Firms (Minimum 5 years)	1 (one) per year in the existence (fraction of the year to be ignored)	20		Copy of certificate of incorporation from ICAI
2	No. of Partners in the Firms / Limited Liability Partnership Firm who are associated with the firm for not less than three years as on date of application	a) 2 (two) for each Partner who is ACA/ACMA b) 3 (three) for each Partner who is FCA/FCMA	15		Copy of Firm Constitution Certificate
3.	No. of Qualified Assistants (CA / CMA) employed with the firm	2 (Two) per Qualified Assistant	10		Membership certificate issued by ICAI / ICMA
4	No. of Semi-qualified Assistants (CA/CMA Intermediate employed with the firm).	1 (One) per Semi-qualified Assistant	5		Self declaration certificate
5	Experience of Internal / Statutory Audit assignment of Oil, Gas, Petrochemicals or Fertilizer Sector PSUs (Central/State)	4 (Four) Points per assignment per year (fraction to be ignored)	20		Satisfactory work completion certificate
6	Experience of Internal /	4 (Four) Points per	20		Satisfactory



	Statutory Audit assignment of other than Oil, Gas, Petrochemicals or Fertilizer Sector PSUs in Central/State	assignment per year (fraction to be ignored)			work completion certificate
7	Turnover of the firm (Average annual turnover in the Last three years) At least Rs.20 Lakh	Rs. 20-25 Lakh = 5 Marks Rs. 25-30 Lakh = 8 Marks Above Rs.30 Lakh=10 Marks	10		Audited financial statements
		Total	100		

The Audit Firms, having Head Office or Branch Office in Assam, shall only be considered.

Professional firms which obtain at least 70% marks based on the technical parameters, would be considered for opening financial bid.

The Management reserves its rights to relax any of the above conditions in appropriate cases considering the experience and expertise of the firm.



SECTION-III

I. INSTRUCTIONS TO BIDDER

1. **Rates quoted should be inclusive of all taxes and duties but exclusive of GST.**
2. The successful bidder has to execute an agreement with APL in a non-judicial stamp paper of denomination not less than Rs. 100.00 within 10 days after issue of LOI / Work Order. The format for the same is as per ANNEXURE-IV.
3. **EARNEST MONEY DEPOSIT :** The bidder has to deposit a sum of **Rs. 5,000/-** (Rupees Five Thousand only) only in online mode by Net banking/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-III**. 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 shall be released after submission of SECURITY DEPOSIT. MSME valid certificate under category of similar works will be considered for exemption of EMD.
4. APL shall not provide any site facility like accommodation for workers, tools and tackles, electricity, water etc if required for execution of the work the same will have to be arranged by the bidder.
5. The bidder is expected to examine the bidding documents, including all instructions, forms, General Conditions of Contract of APL, special conditions of contract of APL, Technical Specifications, Drawing and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents.
6. 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 and bids submitted after due date will be rejected.
7. Payment would be made only on actual quantum of work successfully executed to the satisfaction of the Officer-In-Charge.
8. 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.
9. 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.
10. Price quoted by the party should be firm and shall be valid for 06(six) months from the date opening of the price bid.
11. **TERMS OF PAYMENT:** All payments would be claimed by the Firm from APL on being due, and would be accepted for payment by Competent Authority of APL based on the satisfactory completion of the work in sole discretion of APL. The payment to the Auditing Firm under the contract shall be released after achieving the milestones as per the following terms:



Percentage of Fee	Milestone/ stage completion
20% Payment	After Successful Completion and Submission of Report 1 st of Quarterly Audit.
20% Payment	After Successful Completion and Submission of Report of 2 nd Quarterly Audit.
20% Payment	After Successful Completion and Submission of Report of 3 rd Quarterly Audit.
40% Payment	After Successful Completion and submission of Report of 4 th Quarterly Audit & Annual Audit.

The audit firm shall raise invoice after successful completion and Submission Report of audit and as per the work order. APL shall make payment on receipt of such invoice in triplicate.

12. PENALTY PROVISIONS:

Delay in completion of audit: A penalty of Rs. 200/- per day may be imposed on audit firm in case of any unjustified delay in successful completion of audit work at the sole discretion of the Managing Director, APL subject to maximum 10% of amount of fee as and when due.

13. TAXES AND DUTIES:

APL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Auditing Firm under the contract. As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, APL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Auditing Firm shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Audit Firm is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

14. CONFIDENTIAL:

The Audit firm shall not disclose the documented management systems to any third party including their internal department.

15. **SUB-CONTRACTING:** Audit firm to whom work is awarded is not allowed to sub contract the work to any other parties either in part or full.

II. INSTRUCTION FOR SUBMISSION OF BID

1) SALIENT FEATURES OF ONLINE SUBMISSION OF BID

Sl. No	Description	Remarks
a)	Bid type	Single stage Two bid
b)	Bid Documents Issue Period	From 15:00 Hrs on dt. 09.07.2022 up to 15:00 Hrs on dt. 23.07.2022



c)	Last Date and time for submission of Bids (DUE DATE)	Up to 15:00 Hrs on dt. 23/07/2022
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.	15:00 Hrs on dt. 25/07/2022
f)	Contact Person with details for any clarifications	Mr. Nava Bikash Borah DGM(C&P) Email : borah.nb@assampetrochemicals.co.in Mr. Sachin Khemani, Sr. Manager (F&A) Email:khemani.sachin@assampetrochemicals.co.in
g)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE, if any.
h)	Total Estimated Cost	Rs. 2,50,000/-
i)	Tender Processing Fees	NIL
j)	Earnest Money Deposit (EMD)	Rs. 5,000/-
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

- 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

- 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	- 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.

4) Envelop-1 consists:

- (i) Form-1 (Technical Proposal) in (Aailable in section-IV)
- (ii) Annexure- A,B,C,D (Available in Section IV)
- (iii) Undertaking on firms letter head.(Available In Section – IV)
- (iv) A copy of constitution/ registration certificates of firm/organization issued by the ICAI containing inter-alia.
- (v) Date of formation of the firms/other organization with a full time FCA / FCMA.
- (vi) Details of partners / Sole Proprietor / CA / CMA Employees as on date, date of joining the firm, date of becoming FCA/ FCMA, and their other interest, if any.
- (vii) Membership certificate of practice
- (viii) Copy of CAG empanelment certificate, if applicable.
- (ix) A copy of the latest partnership deed in the case of partnership firms.
- (x) A copy of the IT return of the firm/ full time partners / the Sole-proprietor/others as the case may be for the last three years along with photocopy of PAN Card.
- (xi) A copy of GST registration certificate.
- (xii) A copy of financial statement of the firm along with schedules for the preceding three financial years.
- (xiii) Details of court cases / arbitration cases / or any other case pending against the Firm /organization, if any.
- (xiv) Details of audit experience of the firm/organization for the last 3 years may be given in the specified format. (Only assignments which carry a fee of Rs.50,000/- and above may be mentioned).

Envelop-2 consists: EMD and Integrity Pact. The Integrity pact is attached in the Annexure-I at the end of this tender document.

Envelop- 3 consists - Price Bid . Price Bid should not be submitted along with the un-priced bid.

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



**To
The Deputy General Manager (C&P)
Assam Petrochemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam, Pin 786623**

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

III. TAXES, DUTIES AND LEVIES

A. GOODS AND SERVICE TAX

- a) Consultant shall be required to issue tax invoice in accordance with GST act and/or rules so that input credit can be availed by OWNER. In the event that the consultant fail to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there under, OWNER shall not be liable to make any payment on account of GST against such invoice.
- b) GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the consultant (or non-auto-population of input tax credit on GSTIN portal), OWNER shall with hold the payment of GST.
- c) GST payable under reverse charge for specified services/goods under GST act or rules, if any shall not be paid to the consultant but will be directly deposited to the government by OWNER.
- d) Where OWNER has the obligation to discharge GST liability under reverse charge mechanism and OWNER has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to OWNER or ITC w.r.t such payment is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by OWNER to consultant.
- e) The Consultant shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to OWNER due to any non-compliance/ delayed compliance by the supplier under the GST act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the Consultant), the Consultant shall be liable to reimburse OWNER for all such losses and other consequences including but not limited to the tax loss, interest and penalty. OWNER shall be entitled to recover such amount from the consultant by way of adjustment from the next invoice, encashment of PBG or by way of any other means.
- f) TDS under GST, if applicable shall be deducted from consultant's bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to consultant.
- g) The consultant will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the consultant shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- h) The consultant will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the consultant will be responsible for procurement of material in its own registration (GSTIN).
- i) In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule.



- j) OWNER will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable.
- k) GST while evaluation of bid. Where OWNER is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- l) Owner will issue road permit/ e-way bills. However, wherever applicable Consultant/vendor will issue road permit/e-way bills.

B. APPLICABILITY OF TAX CREDIT

100% of GST input credit will be available to APL on the service which is otherwise available as per the provisions of the law.

C. STATUTORY VARIATION

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Consultant except for the following:

GST: If after the due date of submission of last price bid and upto the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to OWNER's account and shall be adjusted (increase / decrease) to / from the Contractor's / Consultant's invoices based on the documentary evidence.

Any increase in GST after the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to Contractor's / Consultant's account. However, any decrease in the rate of GST shall be passed on to OWNER.

For calculating Statutory Variations, ceiling amount as declared by the Bidder in price schedule shall only be considered.

Any new taxes, duties, cess, levies notified or imposed after the due date of submission of last /final price bid but before the contractual date of delivery (including extended contractual delivery period for the reasons attributable to OWNER or due to Force Majeure condition) shall be to OWNER's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to vendor, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to Contractor's / Consultant's account.

D. Income Tax & Corporate Tax:

- a) Income Tax deductions shall be made from all payments made to the Contractor / Consultant as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time & TDS Certificate shall be provided.
- b) Corporate Tax Liability, if any, shall be to Contractor's / Consultant's account

IV. TECHNO-COMMERICAL BID

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

The bidders shall furnish the following information also along with their bid:



- i. One copy of this Tender Document duly signed on each page as token of acceptance of scope of work and all terms & conditions.
 - ii. All Pre-qualification documents as per PQC criteria.
 - iii. Company's Organisational Details.
 - iv. Bidders shall provide the following documents in addition to all other documents as mentioned in this tender document.
 1. PAN card copy
 2. GST No.
 3. EPF Registration No.
 4. Cancelled Bank Cheque.
 - v. Time Schedule on a Bar Chart.
 - vi. Confirmation on Methodology for preparation of documents for 500TPD Methanol plant.
 - vii. The bidder has to deposit a sum of **Rs. 5,000/-** (Rupees Five Thousand) only as Earnest Money Deposit (EMD) in online mode by Net banking/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-III**.
 - viii. Schedule & list of manpower to be deployed at sites as well as for preparation of reports and total manpower required for the subject assignment.
 - ix. List of field test equipment required, if any, for carrying out the studies.
- b) The bidders who accept conditions of the NIT unconditionally in their Techno-Commercial offer and meets all qualifying requirements shall only be considered for participation in the price bid, 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.

V. 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 in e-tendering portal <https://assamtenders.gov.in> & APL's website www.assampetrochemicals.co.in. 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.

VI. TERMINATION OF CONTRACT

- a) Prior to OWNER 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.
- b) OWNER may by written notice to CONSULTANT, terminate CONTRACT whenever OWNER deems such termination to be in its best interests. Upon such termination the provisions of clauses (d) and (g) below shall be applicable.
- c) If CONSULTANT shall neglect to execute WORK with due diligence or expedition, 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, OWNER may give notice in writing to CONSULTANT calling upon it to make good the failure, neglect or contravention complained of, within a period of 15(fifteen) DAYS. In CONSULTANT's default of compliance with any such notice, OWNER may without prejudice to its rights rescind or terminate CONTRACT.
- d) Upon notice of termination by OWNER pursuant to clause (b) OWNER may require CONSULTANT to:
- 1) Terminate all work
 - 2) Deliver to OWNER, Plan, specifications, and drawings produced, prepared, or acquired for WORK.
- e) On termination by OWNER under Clause (c) above OWNER may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or company to execute the same and provide materials, tools, tackles, or labour for the purpose of completing WORK. OWNER has the right to make use of the amount withheld towards the cost of such WORK by giving notice in writing of its intention of doing so to CONSULTANT.
- f) In case of termination under Clause (b) above, OWNER shall elect to carry out by itself or by any other person WORK necessary to complete WORK by using CONSULTANT's design and engineering.
- g) Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

VII. JURISDICTION

- a) The Contract shall be governed by and construed in accordance with the law of India as well as the state of Assam. The courts at Dibrugarh/Guwahati, Assam, shall have exclusive jurisdiction over all disputes arising under or in connection with the Contract.
- b)

**VIII. LIABILITY**

- a) It is required to be ensured and suitably incorporated that the Consultant shall comply with the provision of all the Acts and Regulations framed there under from time to time and that are applicable in such type of services and shall bear the burden of the same. Also that the consultant shall indemnify the APL of any liability arising out of its non-compliance of any acts of whatsoever nature it may be.
- b) APL shall have no liability whatsoever concerning the staff deployed by the successful bidder for the purpose. The successful bidder shall keep the APL indemnified against all losses or damages of liability arising out of or imposed in due course of employment of staff by them during entire run of the contract.
- c) Owner (APL) shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury to any accident or injury/death to any workmen or other person during the employment of the contract by the consultant and the consultant shall indemnify the owner against such damages and compensation and against all claims, demand, charges and expresses etc. whatsoever in respect of or in relation there to.

A. LIMITATION OF LIABILITY

- a) The aggregate total liability of the Consultant to Owner under the Contract shall not exceed the total Contract Price, except that this shall not limit the liability of the Consultant for following:
 1. In the event of breach of any Applicable law;
 2. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Consultant or any person acting on behalf of the Consultant; or
 3. In the event of acts or omissions of the Consultant which are contrary to the most elementary rules of diligence which a conscientious Consultant would have followed in similar circumstances; or
 4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
 5. For any damage to any third party, including death or injury of any third party caused by the Consultant or any person or firm acting on behalf of the Consultant in executing the works.
- b) Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.
- c) The Consultants Liability for Guaranteed for Time schedule & Liabilities and Performance Guarantees & Liabilities (if any) only shall be limited to an aggregate maximum of 10% (ten percent) of the total fee/Contract price payable by OWNER under the CONTRACT.

IX. FORCE MAJEURE

- a) Neither CONSULTANT, nor OWNER shall be considered in default in the performance of their contracted obligations under the CONTRACT, so long as

such performance is prevented or delayed by force majeure, force majeure shall be understood to be any cause beyond the reasonable control of the PARTY affected such as Acts of God, severe earthquake, typhoon, cyclone (except monsoon), floods, lightning, landslide, fire ,explosion, plague, pandemic, strike, lockout, sabotage, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, trade embargoes, restraining order control, destruction, or requisition by order of any Government or any public authority.

- b) The PARTY claiming the benefit of this clause shall forthwith and within 28 (twenty eight) DAYS give notice to the other PARTY specifying the event constituting force majeure and explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONSULTANT and OWNER shall as soon as possible in consultation determine the length of delay likely to be caused by such event, and on the basis of available evidence agree in writing on a fair and reasonable extension of time for the completion of WORK, if possible, and any other consequences of Force Majeure. The PARTY claiming force majeure shall notify the other PARTY of the date when the event giving rise to force majeure has ceased to exist.
- c) OWNER and CONSULTANT shall be diligent and use their individual and combined efforts in attempting to prevent, overcome, or avoid the causes of force majeure. The PARTIES upon receipt of notice of force majeure shall confer promptly with each other and mutually agree upon a course of action to remove or alleviate such cases.
- d) If, inspire of the action taken under Clause XVII(c) above, the state of force majeure continues for a period of three (3) months, then the PARTIES shall consult each other to decide as to what action should be taken in the circumstance.

X. REQUIREMENTS FOR E-TENDERING

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).
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.



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.
4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://assamtenders.gov.in/nicgep/app> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "**Bidders manual Kit**" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.
8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process, kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the



- bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
 13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
 14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e-procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
 15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
 16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
 17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
 18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
 19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
 20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.



X1. ORDER OF PRECEDENCE:

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

- i. Corrigendum, if any.
- ii. Instructions to Bidders
- iii. Terms & Conditions for Hiring of Ambulance Service Contract.
- iv. General Conditions of Contract



ANNEXURE-I

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.



TENDER NO : APL/C&P/F&A/2022-23/048

DATE : 09.07.2022

FOR THE PRINCIPAL

FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : _____

Date : _____

ANNEXURE-II**Schedule of Rates**

S. No.	Particulars	Fee in INR (Rs) Price bid shall be quoted	
		In Figure	In Words
1	All-inclusive Lump sum fee (including TA/DA and other out of pocket expenses, etc.) for the entire scope of work covered under the Terms of Reference on a Firm price basis(with no escalation provision for whatever reason) valid till the complete execution of the assignment.		

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

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

2. 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-III****BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE /
DEFECT LIABILITY OF THE OBLIGATIONS OF CONSULTANT**

(On non-judicial stamp paper of appropriate value)

To,
Assam Petro-Chemicals Ltd.
Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Pin-786623 (Assam)

IN CONSIDERATION OF THE ASSAM PETROCHEMICALS LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapuris Srimanta Sankardev Path, 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 Consultant" 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 "Consultant" furnishing security for the performance of "the Consultant" obligations and/or discharge of "the Consultant" liability under and/or in connection with the said Consultancy service up to 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 Consultant" 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 up to and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

4. 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 Consultant" arising up to and until midnight of _____

5. 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 Consultant" 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.

6. "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 Consultant " obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Consultant" of the said supply contract or to grant time and/or indulgence to "the Consultant " 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 Consultant " 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 Consultant " 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".

7. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Consultant " 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.

8. "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 Consultant " (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Consultant" or any other order of communication whatsoever by "the Consultant" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

9. 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 Consultant " 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.

10. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid up to 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.

11. "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 Consultant" 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-IV
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.

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

3) For the purpose of this CONTRACT address of Parties will be as follows and all correspondence and notices in relation to present agreement sent to PARTIES at the addresses below shall be



deemed to be sufficient for serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

Bidder

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:



SECTION IV

NIT FORMATS

1. Undertaking
2. FORM-1 (Technical Proposal).
3. Annexure-A (Details Of Chartered /Cost Accountant Firm)
4. Annexure-B (Detail Of Full Time Partners of The firm)
5. Annexure –C(Particulars of Branches including foreign branches in any)
6. Annexure-D (Details of Statutory/Internal Audit Work / Any Other Accounting Work of Govt./Listed Companies, Autonomous body, Academic Institutions, etc. in hand with the firm/undertaken in the last five year as on 31-03-2022.

**(On Firm's Letter Head)****Undertaking**

I/We the following partners of M/s. _____, Chartered / Cost Accountants do hereby jointly and severally verify and declare –

1. that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949 Cost & Management Accountants Act / and the regulations framed there under;
2. that the firm, or partners has not been debarred or cautioned by ICAI / ICMAI during the last five years, (if debarred, give details);
3. that individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under section 2 (2) of the Chartered Accountant Act,1949 / CMA Act;
4. that the constitution of the firm as on 31st March of the relevant year shown is same as that in the constitution certificate issued by the ICAI/ICMAI.
- 5.

Sl. No.	Name of the Partner	Membership Registration No.	PAN No.	Signature of partner

(Signature of Authorized Person with Seal of the Firm)

Place:

Date:



On Auditing Firm's Letter Head

FORM-I

(Technical Proposal)

To

Managing Director,
Assam Petro-chemicals Limited
Namrup, P.O. Parbatpur
Dibrugarh, Assam – 786623

Sub: Appointment of Chartered / Cost Accountant Firms for conducting internal audit of APL for the Financial Year 2022-23.

Sir,

1. With reference to your Tender No: datedfor appointment of Chartered / Cost Accountants Firms for conducting internal audit of Assam Petro-chemicals Limited for the Financial Year 2022-23, I/we wish to apply for the appointment as internal auditor of APL and the particulars enclosed as per Annexure- B.
2. Further, I/we hereby certify that: I/we have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me/us and I /we have not taken any deviation to any clause.
3. I/we further confirm that any deviation to any clause of Tender found anywhere in the bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the APL.
4. Further, it is to confirm that our offer shall remain valid for acceptance for a period of 60 days from date of opening of bids.

Signature.....

Full name.....

Designation/Firm Name.....

Address with Phone.....

FAX & Mobile No:

E-Mail :.....

Seal

Note:

- a) In absence of above declaration/certification, the response is liable to be rejected and shall not be taken into account for evaluation.
- b) Bidders are requested to tick the respective checklist of documents being submitted.
- c) Bidders not submitting the required supporting documents for fulfilling the criteria will be summarily rejected without any further clarification.



Annexure- A
APPLICATION

Details of Chartered / Cost Accountant firm for the Internal Audit of APL for the Financial Year 2022-23:

Sl. No.	Particulars Details	
1	Name of the firm	
2	Address of the Registered/Head Office	
3	Telephone no. and E-mail address	
4	ICAI/ ICMAI Registration No. with Region Name and Code No.	
5	CAG Empanelment No., if applicable	
6	Date of constitution of the firm	
7	PAN of the firm	
8	GST Registration No.	
9	Date since when the firm has a full time FCA / FCMA	
10	Number of Full-Time Partners as on 31-03-2022 (Details to be provided in “Annex-C”)	
11	Number of Full Time Chartered / Cost Accountant Employees as on 31-03-2022	
12	Number of Part Time Chartered / Cost Accountant Employees as on 31-03-2022	
13	Number of Branches (Details to be provided in “Annex-D”)	
14	Whether the firm is engaged in any statutory/Internal/Concurrent Audit and other accounting work of any Govt. Companies/Autonomous body, and Academic Institutions etc. (If yes, details may be given “Annex-E”).	
15	Turnover of the Firm (last 3 years) 2021-22 2020-21 2019-20	



(On Firm's Letter Head)

Annex-B

Details of Full Time Partners of the Firm

Sl. No	Name of the Partner	Membership No.	Whether FCA / ACA (FCMA / ACMA)	Date of joining the firm (full time)	Station & Region where residing at present

(Signature of Authorized Person with Seal of the Firm)

Place:

Date:



(On Firm's Letter Head)

Annex – C

Particulars of Branches (including foreign branches, if any)

Sl. No	Station at which located	Complete address with PIN Code & Telephone No.	Name of the partner in charge of the branch	Date of opening of the branch	Region

(Signature of Authorized Person with Seal of the Firm)

Place:

Date:

**(On Firm's Letter Head)****Annex- D**

Details of Statutory/Internal Audit Work / Any Other Accounting Work of Govt./Listed Companies, Autonomous body, Academic Institutions, etc. in hand with the firm/undertaken in the last five year as on 31-03-2022.

Name of Client	Type of Audits(Tick appropriate Box)		
	Statutory	Tax	Internal/other
A. Central / State Public Sector Undertaking of Oil, Gas, Petrochemicals or Fertilizer			
B. Other than above			

(Signature of Authorized Person with Seal of the Firm)

Place:

Date: