

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-07-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-07-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Assam
विभाग का नाम / Department Name	Industries And Commerce Department Assam
संगठन का नाम / Organisation Name	Department Of Industries & Commerce
कार्यालय का नाम / Office Name	Assam Petrochemicals Limited
वस्तु श्रेणी / Item Category	Financial Audit Services - As specified in Tender; Audit Firm, CA Firm
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य / Estimated Bid Value	264320
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder

shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

SOR(To be submitted in Price Bid Only) - [1752033929.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate:As specified in Tender

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:As specified

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:As specified in Tender

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:As specified in Tender

Number of XX fulltime CA's required and YY professional audit staff:As specified in Tender

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1752034013.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Parameters	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

Financial Audit Services - As Specified In Tender; Audit Firm, CA Firm (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	As specified in Tender
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As specified in Tender
Type of Industries/Functions	Manufacturing(Petro-CHEMical)
Frequency of Progress Report	Quarterly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As specified in Tender
State	NA
District	NA
एडऑन /Addons	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Laxmikant Singh	786623,CONTRACT & PURCHASE DEPT. ASSAM PETRO-CHEMICALS LTD P.O. PARBATPUR, NAMRUP	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Detail Scope of Work , Terms & Conditions , Form & Annexures attached here

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



ASSAM PETRO-CHEMICALS LIMITED
(A Govt. of Assam Undertaking)

NOTICE INVITING TENDER

FOR
APPOINTMENT OF INTERNAL AUDITOR FOR THE FY-2025-26

AT NAMRUP

TENDER NO- APL/C&P/F&A/25-26/453

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

[This Document is meant for the exclusive purpose of Audit against this NIT and shall not be transferred, reproduced or otherwise used for the purpose other than that for which it is specially issued.]

**ASSAM PETRO-CHEMICALS LIMITED****INDEX**

Sl. No.		Particulars	Page No
1	SECTION- I	NIT INFORMATION	2
2	SECTION- II	PREFACE	3
3	SECTION- III	SCOPE OF WORK	4
4	SECTION- IV	INSTRUCTIONS	5
5	SECTION- V	NIT FORMATS	9

SECTION-I**NIT INFORMATION**

Name of Assignment: Tender for Appointment of Internal Audit of APL for the Financial Year 2025-26

Important Information

Sl. No.	Event	Information to the Consultants
1	Date of Release	11.00 Hrs 09.07.2025
2	Last Date of submission	15.00 Hrs 23.07.2025
3	Date of Opening	15.30 Hrs 23.07.2025
4	NIT Document	The details can be downloaded free of cost from the websites www.assampetrochemicals.co.in & from https://gem.gov.in/
5	Address for communication	Assam Petro-chemicals Limited Namrup, P.O. Parbatpur 786623 Dibrugarh, Assam – 786623 Phone: 0374-2500331 / 212 / 518
6	Contact Person	Deputy General Manager (C&P) Phone:0374-2500331 / 212 / 518 (Extn.-643) E-mail: borah.nb@assampetrochemicals.co.in contract@assampetrochemicals.co.in



SECTION-II

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 Nederland which has then been revamped to 125 TPD in the year 2012. Further, the company achieved commercial operation of 500 TPD Methanol Plant at Namrup during the financial year 2024-25.

Assam Petro-Chemicals Ltd. is now implementing a 200 TPD Formaldehyde plant as an expansion project of the company at a total cost of Rs.111 crore. 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 invested 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 actives of the company for the Financial Year 2025-26. The Firms are therefore requested to send their Proposal as per the Terms of Reference described in Section III, IV & V.

SECTION-III

SCOPE OF WORK

The audit firm would be required to conduct the audit of APL in accordance with the standards /procedure on audit. The detailed scope of work for Audit for the financial year 2025-26 is at **Annexure- A**. Initial engagement period of appointment will be for one year for the FY 2025-26. Based on the satisfactory performance, the tenure may be further extended year to year basis for a maximum period of two more years.

The APL invites sealed tenders super scribing the name of the work for consideration.

TIMELINES:

Schedule	For the period	Remarks
1st Quarterly Audit	1st April, 2025 to 30th June, 2025	Audit to be commenced immediately after award of work. Should be Report submitted latest by 31 st July, 2025
2nd Quarterly Audit	1st July, 2025 to 30th September, 2025	Report Should be Submitted latest by 31th October, 2025
3rd Quarterly Audit	1st October, 2025 to 31st December, 2025	Report Should be Submitted latest by 31st January, 2026
4th Quarterly Audit	1st January, 2026 to 31st March, 2026	Report Should be Submitted latest by 30th April, 2026

The audit of the accounts should be carried out on quarterly basis without any over lapping. Quarterly Audit reports need to be submitted to the Managing Director, APL in triplicate after completion of each quarter and the audit period should be minimum of 7 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.

SECTION-IV

INSTRUCTIONS

PRICE BASIS AND PAYMENTS:

The proposal should include price all-inclusive lump sum (excluding Travelling Allowance and out of pocket expenses, etc.) in Indian Rupees only, 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 as per the format at Annexure –B. The Contract price and the scope of work also include any services certification etc. which is not specifically identified but are required for completion of the assignment. Goods & Services Tax, if any, will be paid extra at the applicable rates and is not to be quoted in the price. Minimum lump sum fee of Rs. 2,24,000/- (Rupees two lakh twenty four thousand) only (excluding GST) will be paid for the assignment.

Travelling Allowance:

Partner will be entitled for rail fare by AC 1st class or Air Fare by economy class for the journey undertaken. Qualified Assistant will be eligible by AC 2nd Class and Semi- qualified assistant by AC 3rd class on submission of proof of journey, for to and fro journey actually undertaken. For this purpose, journey will be considered from the firms nearest office given in the profile to the place of audit. In case team members belong to the local area /nearby locality, the actual fare subject to limit prescribed above (for rail and road) after submission of proof of journey. In case of journey by mode other than rail, TA will be limited to entitled class or actual fare, whichever is lower, subject to production of documentary evidence.

The Company will provide accommodation and fooding facilities to the principal as well as the audit staff at the company's guest house at Namrup. Further, Co's vehicle will be provided in Namrup.

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
25% Payment	After Successful Completion and Submission of Report 1 st of Quarterly Audit.
25% Payment	After Successful Completion and Submission of Report of 2 nd Quarterly Audit.
25% Payment	After Successful Completion and Submission of Report of 3 rd Quarterly Audit.
25% 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.

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.

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.

OWNER'S RIGHT TO ACCEPT/ REJECT THE PROPOSAL

APL reserves the right to accept or reject the proposal at any time prior to award of Contract, without thereby incurring any liability to or any obligation to inform the Auditing Firm concerned of the grounds for the Owner's action.

CONFIDENTIAL:

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

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.

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/ICMAI
2	No. of Partners in the Firms / Limited Liability Partnership Firm who are associated with the firm for not less than	a) 2 (two) for each Partner who is ACA/ACMA b) 3 (three) for each Partner who is	15		Copy of Firm Constitution Certificate

	three years as on date of application	FCA/FCMA			
3.	No. of Qualified Assistants (CA / CMA) employed with the firm	2 (Two) per Qualified Assistant	10		Membership certificate issued by ICAI / ICMAI
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 / Statutory Audit assignment of other than Oil, Gas, Petrochemicals or Fertilizer Sector PSUs in Central/State	2 (Two) Points per assignment per year (fraction to be ignored)	10		Satisfactory work completion certificate
7	Head Office located in Assam	10 points for Head Office located in Assam	10		Certificate issued by ICAI/ICMAI
8	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/ Turnover Certificate issued by Chartered Accountant
		Total	100		

The Audit Firm having Head Office/Branch Office in Assam will only be considered.

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

In case of tie, the highest point achieved by the bidder for Sl. no 1 of assessment criteria, will be selected. If tie again, the same process will be followed chronologically through assessment criteria Sl. No 5, again if tie then through assessment criteria Sl. no 6.

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

TENDERING PROCESS:

The tender documents will consist of two envelopes which may be super scribed as “Technical Proposal” and “Financial Proposal” respectively. Both the said two envelopes (Technical proposal and Financial Proposal) should be kept inside a third envelop, superscribed as “Quotation for Engagement of Chartered / Cost Accountant firm for conducting Internal Audit of APL for the Financial Year 2025-26”.

Envelop-1 consists:

- (i) Form-1 (Technical Proposal)



- (ii) Annexure- B
- (iii) Undertaking on firms letter head.
- (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:

- (ii) Form-2 (Financial Proposal)

Interested Audit firm may send the bid latest by atPM Technical Proposal shall be opened on at PM. Financial bid of technically qualified bidders only (as per eligibility criteria) shall be opened onat PM.

In case of any further information in this regard, undersigned may please be contacted as per details mentioned hereunder.

Deputy General Manager (C&P)
Phone: 0374-2500331 / 212 / 518 (Extn.-643)
E-mail-.....@ assampetrochemicals.co.in
Assam Petro-chemicals Limited
Namrup, P.O. Parbatpur
Dibrugarh, Assam – 786623



SECTION- V : NIT FORMS

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 2025-26.

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 2025-26, 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.

On Auditing Firm's Letter Head

Form-2

Financial 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 2025-26.

Table for Quoting Fee for the Assignment in terms of the Tender.

(To be kept in a separate Envelope sealed properly while sending the proposal)

Qualification	Minimum Mandays	Recommended Fees(Rs)	Total Amount (GST Extra)
Qualified CA/CMA Assistant	28	5000/-	1,40,000/-
Semi Qualified CA/CMA	28	3000/-	84,000/-

Please Note: Goods & services Tax, if any, will be paid extra at the applicable rates. In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words shall be taken into cognizance.

Note- Price Quoting minimum this price shall be rejected

Date:

Signature.....

Place:

Full name.....

Designation/ Firm Name.....

Address.....

Phone.....

FAX

Mobile No.....

E-Mail.....



Seal

Annexure-A**Assam Petro-chemicals Limited****OBJECTIVES**

The objectives of the internal audit for the Financial Year 2025-26 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.

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) Consultancy in stocktaking of Fixed Assets & inventory.
- c) Any other related matters of importance.
- d) Tender & Allied matters
- e) To check the LD clause applicability for all purchase and contracts
- f) To check the compliance of statutory requirement in the service contract bill as per contract
- g) To check utilisation of production capacity for methanol and formalin plant
- h) To check the applicability of penalty to conversion agent for production of formalin as per contract
- i) To check the commission of dealers for sale of products as per agreement
- j) Physical stock taking and report of variance of finished goods and inventory spares
- k) To check the payment terms of the customers as per approval and actual and report
- l) To check the price approval and price charged in the invoice
- m) 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

10. 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.



Annexure- B

APPLICATION

Details of Chartered / Cost Accountant firm for the Internal Audit of APL for the Financial Year 2025-26:

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 31-03-2025 (Details to be provided in “Annex-C”)	
11	Number of Full Time Chartered / Cost Accountant Employees as on 31-03-2025	
12	Number of Part Time Chartered / Cost Accountant Employees as on 31-03-2025	
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) 2024-25 2023-24 2022-23	

(On Firms Letter Head)

Annex-C

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 Firms Letter Head)

Annex – D

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 Firms Letter Head)

Annex- E

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.

Kindly Submit only relevant work order with proper anning.

Name of Client	Statutor/Tax/Internal /Other	Sector	Completion Submitted/Not Submitted
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:

(On Firms 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:



ANNEXURE-I

PROFORMA FOR CONTRACT AGREEMENT

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

This AGREEMENT is made on the ____day of _____ Month of _____ Year

BETWEEN

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

AND

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

WITNESSETH THAT

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

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

NOW Therefore Parties Agree That:

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

(i) Work Order No: _____



(ii) Terms & Conditions of enquiry document.

(iii) Name of the work _____

(iv) Work order amount _____

(v) Scope of work for BIDDER as per CONTRACT.

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

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

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

Signed for and on behalf of

Assam Petrochemicals Ltd.

Signed for and on behalf of

Bidder

SIGNATURE

SIGNATURE

NAME

NAME

DESIGNATION:

PLACE:

PLACE:

DATE:

DATE:

WITNESS:

WITNESS:

ANNEXURE-II

SCHEDULE OF RATES

S. No.	Particulars	Fee in INR Price bid shall be quoted	
1	Lump sum fee (excluding Traveling Allowance 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.	In Figure	In Words

Please Note: Goods & services Tax, if any, will be paid extra at the applicable rates and is not to be quoted above. In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words shall be taken into cognizance.

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.

3. Bidder must quote the minimum wage issued by Labour Commissioner , Govt of Assam for the different category manpower (Annexure-A below) .Any quote below this wages shall be rejected .



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

- I. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated in SOQ.
- II. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities
- III. The quantities of work actually carried out against each item will be measured jointly by APL and authorized person of contractor or contractor himself and paid at the rates quoted in the Schedule of Quantities.
- IV. If any mismatch in the rate (in words) and rate (in fig), the lowest part shall be taken into consideration.

ANNEXURE-III

INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

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

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

Section 1 -Commitments of the Principal

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

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



c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder / Bidder

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

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

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

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

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

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

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

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

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

(1) If the Bidder / Bidder 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-IV**BIDDER'S GENERAL INFORMATION**

To
M/s ASSAM PETROCHEMICALS LIMITED

SUB – APPOINTMENT OF INTERNAL AUDITOR FOR THE FY 2025-26

Tender No – APL/C&P/F&A/2025-26/453

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.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Telephone Number [Mobile & Landline]	<div>(Country Code) (Area Code) (TelephoneNo.)</div>
9	E-mail address	
10	Website	
11	Fax Number:	<div>(Country Code) (Area Code) (TelephoneNo.)</div>
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 Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]

21	We (Bidder) are cover under the definition 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 for the same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Bidder]Date:

[Signature of Authorized Signatory of

Name:

Designation:

Seal:

ANNEXURE-V

“NO DEVIATION” CONFIRMATION

To

M/s ASSAM PETROCHEMICALS LIMITED

SUB – APPOINTMENT OF INTERNAL AUDITOR FOR THE FY 2025-26

Tender No – APL/C&P/F&A/2025-26/453



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:

Annexure-VI

(On Letter Head of the Firm)

Format for Claiming Marks

Sl. No.	Particulars	Points per criteria	Maximum Points	Self Assessment
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	
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	
3.	No. of Qualified Assistants (CA / CMA) employed with the firm	2 (Two) per Qualified Assistant	10	
4	No. of Semi-qualified Assistants (CA/CMA Intermediate employed with the firm).	1 (One) per Semi-qualified Assistant	5	
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	
6	Experience of Internal / Statutory Audit assignment of other than Oil, Gas, Petrochemicals or Fertilizer Sector PSUs in Central/State	2 (Two) Points per assignment per year (fraction to be ignored)	10	
7	Head Office located in Assam	10 points for Head Office located in Assam	10	
8	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	
		Total	100	

.....X.....