

NOTICE INVTING TENDER (NIT) FOR MANPOWER SUPPORT CONTRACT FOR COMMISSIONING AND POST COMMISSIONING ACTIVITIES AT ASSAM BIO-ETHANOL PVT LTD BIDDING DOCUMENT NO.: ABEPL/NIT/MANPOWER SUPPORT CONTRACT/395

(DOMESTIC COMPETITIVE BIDDING)

e-Tendering

1.0 INTRODUCTION:

M/s. Assam Bio Ethanol Private Limited (ABEPL) is setting up the Bio Ethanol plant at Numaligarh, Assam. M/s. Assam Bio Ethanol Private Limited (ABEPL), invites e-bids under Single Stage Two Part Bid System for execution of **MANPOWER SUPPORT CONTRACT FOR COMMISSIONING AND POST COMMISSIONING ACTIVITIES AT ASSAM BIO-ETHANOL PVT LTD.**

2.0 BRIEF SCOPE OF WORK :

M/s. Assam Bio Ethanol Private Limited (ABEPL) [formerly Assam Bio Refinery Private Limited (ABEPL)] is India's first bio-refinery dedicated to producing fuel-grade bio-ethanol from bamboo biomass, with a production capacity of 187 KLPD. Established on June 4, 2018, ABEPL is a joint venture promoted by Numaligarh Refinery Limited (NRL) and two Finnish companies, Fortum and ChempolisOy.

The plant comprises several integrated process sections, including:

- Raw Bamboo Handling (RBH)
- Fractionation
- Washing
- Hydrolysis
- Fermentation
- Ethanol Separation
- Chemical Recovery
- Decanter
- Bio-coal Drying

This tender is for engagement of Manpower Support Contract for commissioning and post commissioning activities at Assam Bio-Ethanol Pvt Ltd. Details Scope of works enclosed as **Annexure-01.**

3.0 CONTRACT PERIOD:

06 (Six) Months from the date of issue of Letter of Intent (LOI).

4.0 SALIENT DETAILS:

a)	Bidding Document available on Website	:	From 01/07/2025 to 08/07/2025
b)	Last date of Receipt of Bidder's Queries	:	On 04/07/2025

C)	Last Date and time of Online submission of Bids (Bid Due Date)	:	Up to 1200 Hrs. (IST) on 08/07/2025
d)	Place of Submission of Original Documents (Hard copy), EMD, Power of Attorney, BQC Documents within BDD		ASSAM BIO-ETHANOL PVT LTD. ADMIN CUM SS BUILDING POST BOX NO. 003, N.R. COMPLEX, DISTRICT: GOLAGHAT, PIN: 785699 (ASSAM), INDIA KIND ATTN: MR RUDRA PRASAD NAG (HEAD- PURCHASE)
e)	Online Opening of Techno- commercial Unpriced Bid	:	1500 Hrs. (IST) on 08/07/2025 (*)
f)	Earnest Money Deposit / Bid Security	:	INR 1,85,000/- (Indian Rupees One Lakhs Eighty-Five Thousand Only)
g)	Cost of Bidding Document (Non- Refundable)	:	Not Applicable

If dates identified as (*) above happen to be a declared holiday in ABEPL Assam, the next working day shall be considered.

The complete Bidding Document is available on e-tendering Website: (<u>https://www.tenderwizard.com/abrpeproc</u>). Bidders can view / download the document from the website mentioned above.

All amendments, time extension, clarifications, etc. will be uploaded on the website only and will not be published in Newspapers. Bidders should regularly visit the above website to keep themselves updated. Request for extension or any queries received from any bidder with less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper communication with Client and other Bidders. Bidders shall submit the bid directly and in their own name without involving any intermediaries.

It is hereby notified that the name "Assam Bio Refinery Private Limited (ABRPL)" has been officially changed to "Assam Bio Ethanol Private Limited (ABEPL)". This name change shall apply to all documents and communications related to this tender process. All references to "Assam Bio Refinery Private Limited (ABRPL)" in this tender document, annexures, agreements, contracts, and any associated correspondence shall henceforth be interpreted as referring to "Assam Bio Ethanol Private Limited (ABEPL)".

CLARIFICATION OF BIDDING DOCUMENT

Although the details presented in this Bidding document consisting of Special Conditions of Contract, Scope of Work, Pre- Qualification Criteria and Other documents which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

Clarification on bidding conditions:

Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, error or omission is observed, Bidder may request information/clarification of the Bidding Document in writing through E-mail so as to reach office of ABEPL not later than 03 days prior to the last date for submission of bids mentioned above.

Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation/stipulation/clarification assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" as per ANNEXURE- A duly sealed & signed along with Un-priced part of bid.

The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at ABEPL's initiative, shall be published as a Corrigendum/Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid/submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected.

Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep ABEPL indemnified from any legal consequences arising there from.

Bidder shall not tamper/modify the downloaded priced Schedule template in any manner. In case if the same is found to be tampered/modified in any manner, offer will be completely rejected and tenderer is liable to be banned from doing business with ABEPL.

Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "Price Schedule" but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract (SCC), Scope of Work and other contents of Bidding Document. Bidders are therefore advised to get themselves familiarize with the site conditions before quoting.

Post priced bid opening, ABEPL at its discretion, may ask for a detailed rate analysis from the bidder(s) to ensure understanding of the scope of work by the bidder and for considering the reasonableness and workability of their quote.

Variation of quoted rate(s)/price(s) shall NOT be allowed on any account after due date & time of submission of offer.

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract.

If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Note:

(i) Bidder shall submit the following documents duly filled in, signed & stamped by authorized person:

Unpriced / Technical Bid shall comprise of:

- a) Supplier's Code of Conduct- duly signed and stamped.
- b) Compliance to Bid Requirement duly signed & stamped.
- c) Annexure_01_Scope of Work duly signed & stamped.
- d) Proposal Form duly signed & stamped.
- e) Special Conditions of Contract duly signed & stamped.
- f) General Conditions of Contract duly signed & stamped.
- g) Unpriced Price Schedule clearly indicating items as "Quoted/Not Quoted"-duly signed & stamped.

- h) RFQ Document and subsequent addendums duly signed and stamped
- i) Annexure_02_Bid qualification Criteria duly signed & stamped.

Price Bid shall comprise of:

- a) This part shall contain only duly filled in prices in the Price Schedule format of RFQ.
- (ii) Submission of authentic documents is the prime responsibility of the Bidder. However, ABEPL reserves the right to getting the document cross verified, at their discretion from the document issuing authority.
- (iii) In the event of submission of any document / certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder's country.
- (iv) ABEPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information and/or in-house data, survey or other work.

5.0 PRE-BID MEETING

- 5.1 Not applicable
- 5.2 Should bidders essentially feel the requirement of certain clarifications; they shall seek clarifications on such points within 3 days of receipt of tender document, so that the same could be clarified well ahead of bid closing date. Bidder may submit their queries, if any, latest by 04/07/2025 to ABEPL addressed to Mr. Bhagaban Chandra Haloi and Mr Rajib Kr Sarma, at email: bhagaban.c.haloi@nrl.co.in and rajib.sarma@nrl.co.in with copy to the following email ID: rudra.nag@chempolis.com, parthapratim.saud@abepl.co.in, trinayan.gogoi@abepl.co.in.
- 5.3 The text of questions raised by bidder as pre-bid clarifications through mail (without identifying the source of the query) and the responses given will be transmitted to all the bidders.
- 5.4 Bidder should understand the requirement of submission of documents / data along with the bid so that bids received are in compliance with requirement of Bidding Document.

6.0 SUBMISSION OF BIDS & VALIDITY

- 6.1 Bids are required to be submitted only through e-tendering website: <u>https://www.tenderwizard.com/abrpeproc</u>on or before the Bid submission date and time. It may also be noted that the price details are required to be filled & submitted only in the Schedule of Price format downloaded from above e-Tendering website.
- 6.2 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.
- 6.3 Validity of bid shall be **4 (four)** months from the final due date of opening of Techno-commercial (Unpriced) Bids.
- 6.4 Bidder to quote validity as required above. In case Bidder quotes shorter validity than required then Bid may be rejected.

7.0 EVALUATION METHEDOLOGY:

Job shall be awarded on overall L1 basis and complete order shall be placed on a single agency.

In case more than one agency becomes L1, then successful bidder shall be determined as per lottery mechanism.

It may also be decided that in case the L1 agency selected through lottery refuses or fails to execute the job, the job (or balance part of the job) may be subsequently offered to any of the other L1 agencies (not selected for award so far), adopting appropriate selection process by ABEPL like lottery among the remaining interested agencies.

In case of "refusal", subsequent award to next eligible agency shall be done within original or extended offer validity.

In case of "failure", unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

8.0 **BIDDERS QUALIFICATION CRITERIA:**

Refer **ANNEXURE_02_BIDDER QUALIFICATION CRITERIA** of the tender documents.

9.0 EARNEST MONEY DEPOSIT (EMD)

- 9.1 Bids must be accompanied with Earnest Money Deposit / Bid Security. Bids not accompanied with requisite Earnest Money deposit /Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected. EMD/ Bid Security shall be in favour of Assam Bio Ethanol Pvt Ltd, Numaligarh, Assam in the form of Demand Draft or Bank Guarantee in the prescribed proforma in favour of "Assam Bio Ethanol Pvt Ltd" from any Indian Scheduled bank or from any Indian branch of an international bank. The Bank Guarantee shall be valid for a period of 3 months beyond the bid validity. Bidders are to deposit EMD irrespective of being MSE/Start up without which offers will not be accepted. There will be no waiver of EMD for Public sector undertaking of central/ state Government undertakings, MSE/Start up.
- 9.2 Bidders are required to submit the Original EMD in OWNER office within the Bid Due date and time to the following address:

ASSAM BIO-ETHANOL PVT LTD. ADMIN CUM SS BUILDING POST BOX NO. 003, N.R. COMPLEX, DISTRICT: GOLAGHAT, PIN: 785699 (ASSAM), INDIA

KIND ATTN: MR. RUDRA PRASAD NAG (HEAD PURCHASE, ABEPL)

EMD in original shall be submitted in a sealed envelope titled "Earnest Money Deposit for Bidding Document No. ABEPL/NIT/MANPOWER SUPPORT CONTRACT/395".

9.3 Bids not accompanied with EMD shall be rejected and such Bidder shall not be allowed to attend Bid opening.

10.0 <u>CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:</u>

Within FIFTEEN (15) days from the date of notification of award of works by the Owner, the successful Bidder shall furnish the required security deposit for an amount equal to ten percent of the total Contract Price or the initial Security deposit as per the provisions of clause 4.6 of General Conditions of Contract (GCC) in the form of a Bank Guarantee in accordance with proforma enclosed with General Conditions of Contract.

11.0 PAYMENT TERMS:

AGENCY shall submit monthly invoice along with supporting documents including certified and approved time sheets, PF /ESI Challan (if applicable), GST Challan (if any), Proof of Payment made to the AGENCY's personnel. Payment shall be made by ABEPL within thirty (30) days after receipt of invoice with complete documents upon certification of EIC.

Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.

An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to ABEPL on each

invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to ABEPL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.

12.0 BID REJECTION CRITERIA:

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

- a) Firm Price (Wherever applicable)
- b) Non acceptance of Specifications & Scope of Work
- c) Tampering with Schedule of Rates/Price Schedule/Price Basis
- d) Non acceptance of Duration/Period of Contract/Completion schedule
- e) Period of Validity of Bid
- f) Non acceptance of Contract Performance Security / Security Deposit

13.0 <u>GENERAL</u>

- 13.1 ABEPL reserve the right to negotiate & to use in-house information for assessment of bidder's capability for consideration of bid.
- 13.2 The bidders who are on Holiday/Negative/ Black-listing/Suspension/Banning list of ABEPL/NRL/FORTUM/CHEMPOLIS /EIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.
- 13.3 ABEPL will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 13.4 In case any Bidder is found to be involved in cartel formation, their Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 13.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 13.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 13.7 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 13.8 ABEPL reserves the right to reject any or all the bids received or annul the bidding process at any time.
- 13.9 Consultant for the Project or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.
- 13.10 Bids submitted on Consortium or un-incorporated Joint-Venture basis shall not be accepted.
- 13.11 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 13.12 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- 13.13 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a subcontractor.
- 13.14 General Conditions of Contract (GCC) is applicable for this RFQ.

Note: -

- (i) 'NRL' to be read as 'ABEPL' in case of General Conditions of Contract Clause no. 3.7, 5.32, 5.35, 8.0 (ii), 8.1.2 d), 8.5, 10.5.
- (ii) Provisions of Clause no. 8.0 (ii) under section VIII of GENERAL CONDITIONS OF CONTRACT (GCC) stand modified as Wages will be as per Assam Government Minimum wage notification.

- 13.15 The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- 13.16 The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- 13.17 HEAD- ELECTRICAL & INSTRUMENTATION AND HEAD MECAHNICAL-ABEPL shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- 13.18 The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract, wherever applicable.
- 13.19 The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
 - The Contract Labour (Regulation and Abolition) Act,
 - The Minimum Wages Act.
 - The contractor has to accept full & exclusive liability for compliance with all obligations imposed by Employee State Insurance Act, 1948.
 - The Payment of Wages Act,
 - The Payment of Bonus Act,
 - The Employees Provident Fund & Misc. Provisions Act,
 - Family Pension Scheme,
 - Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.
- 13.20 The bidders are advised to submit IT PAN No, GST registration Certificate, PF & ESI registration Certificate with their offer.
- 13.21 Clarification, if any, can be obtained from Mr. Rajib Kr Sarma, Mr. Bhagaban Chandra Haloi & Mr. Rudra Prasad Nag through following numbers

Telephone No.: +91 9435152124, 9864654426 & 9319595507 E-mail: <u>rajib.sarma@nrl.co.in</u>, <u>bhagaban.c.haloi@nrl.co.in</u> & <u>Rudra.nag@chempolis.com</u>

This is not an order.

Very truly yours, For & on Behalf of ABEPL

Head Purchase