



**TENDER DOCUMENT
FOR**

**Rain Protection Shed for Bio Refinery
Tender No. ABR/P03/01**

E-Tender

Bidder's offer ref: ABR/P03/01 Dtd. 17/05/2019

**PART-I: UNPRICED BID
PREPARED & ISSUED BY**

ASSAM BIOREFINERY PRIVATE LIMITED

LETTER INVITING TENDER

Contact person:

Mr. Himangshu Saikia
Project Manager
Assam Bio-Refinery Private Limited
E-mail : himangshu.saikia@nrl.co.in

Our Reference: Tender No. ABR/P03/01

Date: 17.05.2019

Tender document for the job:: Rain Protection Shed for Bio Refinery

Dear Sirs,

Online offers in **Two Part Bid** are invited by ABRPL/Engineers India Ltd. for the work as detailed below:

1. **Name of the work** : **Rain Protection Shed for Bio Refinery**
2. **Earnest Money Deposit** : **Rs. 2,60,429.00** (Rupees two lakhs Sixty thousand four hundred twenty nine only) (*EMD to be submitted at office of Chief Manager (Bio refinery) , TS Department, Admin Department , NRL*)

Subject job is a work contract and is not covered under the Public Procurement policy for MSME. Bidders are to deposit EMD irrespective of being MSE / Start up without which offers will not be accepted.

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 Refinery Pvt. Ltd., Guwahati**, in the form of crossed Demand Draft (Payable at Guwahati) or Bank Guarantee in the prescribed proforma from Schedule Commercial banks. The Bank Guarantee shall be valid for a period of 6 months.

There will be no waiver of EMD for Public sector undertaking of central/ state Government undertakings subject to the condition mentioned above. Bidders are required to submit the EMD in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-Tendering Portal along with e-Bid. EMD in original shall be submitted in a sealed envelope titled "**Earnest Money Deposit for Rain Protection Shed for Bio Refinery**"

Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-Tendering Portal by the bid due date & time, such bid shall not be considered for evaluation.

If the Bidder is unable to submit original EMD within the due date and time for Bid submission, he may submit the same within 7 days from the date of unpriced bid opening, provided scanned copy of the same have been uploaded on e-Tendering Portal. In case the Bidder fails to submit the EMD in original within 7 days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD were uploaded earlier by the Bidder.

3. **Contract Period** : As enclosed in enclosure "Time schedule"

4. **Online Bid Submission:** : **Before 3.00 PM of 03.06.2019**
5. **Bid Opening date & time** : **After 11.00 AM of 04.06.2019**
6. **Place of submission of Bid** : Online in the e-tender portal i.e., <https://www.tenderwizard.com/eproc>
7. **Date & Time of Pre bid Conference / Venue** : **Not Applicable**
8. **Submission of Bid** : Being an e-tender the bid have to submitted online in the e-tender portal i.e. <https://www.tenderwizard.com/eproc>

9. **Scope of work and Supply:**

The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, attached specification, Schedule of Rates and as per the direction of Engineer-in-charge.

10. **Mobilisation Time :**

10 days from the date of placement of LOI.

11. **Rate:**

Rate should be quoted in figures in the Bill of Quantity uploaded in excel format in the e-tender portal i.e., **Priced bid.**

(i) **Evaluation of offer**

- The tender item is non-splitable and evaluation of the bidder will be done on OVERALL BASIS.
- ABRPL may decide to carry out a Reverse Auction in the same e-Tendering portal on a scheduled date/time after opening the Price Bid. In this case, the e-Tendering portal will display the L1 price without displaying the name of the bidder, and reverse auction will take place considering L1 price as base price to received further discount from all bidders qualified for reverse auction. Detail procedure will be made available to the bidders in due course of time. If there are more than 3 bidders after opening price bid, the highest bidder (H1) will not be qualified for participating reverse auction.
- ABRPL may further negotiate with L1 bidder(s).

12. **Security deposit:** Applicable as per clause 3.15 & 4.6 of GCC.

13. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

14. **Terms of payment:**

Payment will be made through monthly Running account bills against certified measurement by E-I-C.

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.

15. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices. GST as applicable will be extra on the contract value.

16. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Engineer-in-charge will be levied, subject to a maximum penalty of 05% of the contract value and the same shall be final and binding on the contractor.

17. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of ABRPL/ EIL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) 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.
- (e) 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.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **Resident Construction Manager, EIL, ABRPL Project, Numaligarh** 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.
- (h) The General Conditions of contract (GCC) of ABRPL will be applicable for this contract also. Please refer to the attachment GCC.
- (i) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (j) Interested agencies may refer to <https://www.tenderwizard.com/eproc> for results of bid opening.
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) No mobilization advance will be paid to the contractor for execution of this work.
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).
- (n) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause of GCC).

- (o) 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:
- (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,
 - (vii) Family Pension Scheme,
 - (viii) 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.

Provident Fund

- a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.
- b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
- c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
- c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document
- d) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit.
- e) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- f) **The bidder must submit IT PAN No, GST registration Certificate and PF registration Certificate, ESI with their offer.**
- g) 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.
- h) Bids submitted on Consortium or un-incorporated Joint-Venture basis shall not be accepted.
- i) For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

For and on behalf of

Assam Bio Refinery Private Limited

PRE-QUALIFICATION CRITERIA

Name of Work: Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

The intending bidders for above tender should meet the qualifications as given below:

Past Experience of having successfully completed similar works during last 10 years ending last month should be either of the following:

- One similar work costing not less than = Rs. 95.89 L
- Two similar works costing not less than= Rs.76.71 L each and
- Three similar works costing not less than=Rs. 57.54 L each.

***Similar Works: Steel Structure or Roof Sheeting Works**

Note: Relevant work order copies and completion certificates are to be enclosed with offer. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month preceding the month in which bids are invited.

AVERAGE ANNUAL TURNOVER

During the last 3 years, ending 31st March of 2018 shall be at least Rs. 57.54 L .

ADDITIONAL REQUIREMENT

- Possession of Income Tax PAN No.; PF code, ESI, GST registration certificate, etc.

- **OTHER REQUIREMENT:**

It is to be noted that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by ABRPL/NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed in original by Engineer-in-charge of ABRPL/NRL in terms of job description and value.

For accepting experience as sub-contractor(s) or contractors under Private Organizations, in addition to the requisite certificates (letter of award and job completion certificate etc.)TDS certificate issued by principal contractor / private organization shall form the basis for considering experience and value of work executed.

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipments, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract.(b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
1	2	3	4	5	6	7

Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**Name of Work** : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln. time in months	Yearof Compln.	Remarks
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(SIGNATURE OF BIDDER)

ANNEXURE-III

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : **Rain Protection Shed for Bio Refinery**

Tender No. : ABR/P03/01

Name of Bidder :

SL. NO.	Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	Percentage completion as on date	Expected date of completion
1	2	3	4	5	6	7	8

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANISATION

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01 **Name of Bidder** :

Our site organisation shall consist of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01 **Name of Bidder :**

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

(SIGNATURE OF BIDDER)

ANNEXURE - VI

BID VALIDITY

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01 **Name of Bidder :**

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or canceling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

ANNUAL TURNOVER IN LAST THREE YEARS**Name of Work : Rain Protection Shed for Bio Refinery****Tender No. : ABR/P03/01****Name of Bidder :**

Sl. No	Financial Year	Turnover
1	2016-2017	
2	2017-2018	
3	2018-2019	

Copy (ies) of audited Trading & P/L accounts of respective years to be provided

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	<input type="checkbox"/>
2. Submission of bid letter along with one set of bidding document.	:	<input type="checkbox"/>
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	<input type="checkbox"/>
4. Earnest Money Deposit.	:	<input type="checkbox"/>
5. Copy of GST Registration Certificate	:	<input type="checkbox"/>
6. Equipment proposed for deployment as per tender requirement (with supporting documents, if any)	:	<input type="checkbox"/>
7. Organogram with qualification and experience of the personnel to be deployed at site	:	<input type="checkbox"/>
8. Details of concurrent commitment.	:	<input type="checkbox"/>
9. Copy of PAN card.	:	<input type="checkbox"/>
10. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	<input type="checkbox"/>
11. Compliance to the requirement of bidding document	:	<input type="checkbox"/>
12. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	<input type="checkbox"/>
13. Each page of the submitted tender document duly sealed & signed.	:	<input type="checkbox"/>

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

NAME OF BIDDER :

- ADDRESS :
- PHONE NO :
- E-MAIL :
- CONTACT PERSON :
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Contractor should submit the
work order copy and completion
certificate along with the offer)
05. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
06. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. GST Tax Registration No. :
(Please furnish the copy of GST
registration certificate)

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :
Place :

Name of Work : Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

110.0 ARBITRATION:

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of ABRPL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

(b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.

(c) CEO, ABRPL on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.

(d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

(e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

(f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.

(g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.

(h) The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes.

JURIDICTION

All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.

Name of Work: Rain Protection Shed for Bio Refinery

Tender No. : ABR/P03/01

PROFORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

We hereby declare that we are not currently serving any holiday listing orders issued by ABRPL or MOPNG debarring us from carrying on business dealings with ABRPL.

It is understood that any wrong declaration in this context shall make my agency / company liable for action under Holiday Listing procedure of ABRPL.

Date:

Authorized Signatory

Place:

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid :

The below mentioned Financial Proposal/Commercial bid format is provided along with this tender document at. Bidders are advised to download this as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ABRPL.

TENDER ACCEPTANCE LETTER

Appendix- C

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure_ Commercial II

GST Form

Sr.No	Particulars	Details to be provided by the vendor
1	Name of the Dealer / Vendor along with PAN number	
2	Provisional GSTN number, if the vendor has migrated under GST for a particular state together with the address of registered office and branch office (if any) (Give separate line for each such registration)	
3	State in which the vendor is currently registered under indirect tax laws (VAT/CST, excise etc.)	
3(a)	VAT registered premises - (<< pls fill in the detailed address state wise>>)	
3(b)	CST registered premises - (<< pls fill in the detailed address state wise>>)	
3(c)	Excise registered premises - (<< pls fill in the detailed address state wise>>)	
3(d)	Service tax registered preimises - (<< pls fill in the detailed address state wise>>)	
4	Under GST regime if the dealer has obtained additional registrations, details of such additional registration obtained. In future if vendor obtains additional registration in a particular state, vendor shall intimate about such registrations (<< Please provide state wise details>>)	
5	HSN code for goods sold to << Please provide HSN codes for all goods sold to NRL / dealt by the vendor>>)	
6	SAC code for services provided to (<< Please provide SAC codes for services provided by the dealer / service provider as and when the SAC code is published>>)	
7	If the dealer is currently unregistered due to turnover below threshold, undertaking/letter stating reason for non-obtaining registration	
8	In case of the dealer is located in SEZ, declaration/undertaking/certificate shall be provided	
9	Whether dealer would be registered as a composite dealer in GST regime	