

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

STRATEGIC CRUDE OIL STORAGE CAVERN FACILITIES

Lovagardens, Behind HSL Fabrication Yard,
Gandhigram Post, Post Box No: 999
VISA KHAPATNAM, ANDHRA PRADESH, INDIA

(TENDER NO. ISPRL/VZ/CM/GRASS & LAWN/T2/16- 02 dated 19.07.2016)



SECTION - I

BIDDING DOCUMENT FOR GRASS CUTTING AND LAWN MAINTENANCE SERVICES

at

**Indian Strategic Petroleum Reserves Limited
Strategic Crude Oil Storage Facilities
Lovagardens, Behind HSL fabrication Yard
Post Box No.999, Gandhigram Post
VISA KHAPATNAM-530005**



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NAME OF WORK : GRASS CUTTING AND LAWN MAINTENANCE AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005.

TENDER DOC NO. : ISPRL/VZ/CM/GRASS & LAWN/T2/16- 02 dated 19.07.2016

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NOTICE INVITING BID FOR GRASS CUTTING AND LAWN MAINTENANCE SERVICES

AT

INDIAN STRATEGIC CRUDE OIL STORAGE CAVERN FACILITIES,

Lovagardens, Behind HSL Fabrication Yard,

Gandhigram Post, Post Box No: 999

VISAKHAPATNAM, ANDHRA PRADESH, INDIA-530005

(TENDER DOCUMENT NO. ISPRL/VZ/CM/GRASS & LAWN/T2/16- 02 dated 19.07.2016)

(DOMESTIC COMPETITIVE BIDDING)

1.0 PROJECT DETAILS

1.1 Indian Strategic Petroleum Reserves Limited (**ISPRL**) proposes to avail the Grass cutting and Lawn maintenance services from qualified contractors for the Strategic Crude Oil storage Cavern facilities, Lova gardens, Behind HSL Fabrication Yard, Gandhi gram Post, Post Box No: 999, VISAKHAPATNAM, ANDHRA PRADESH, INDIA-530005.

2.0 BRIEF SCOPE OF WORK

Scope of work shall include providing Grass cutting in the ISPRL premises and Maintaining the Lawn, Up keeping of landscape Horticulture works in the areas mentioned below involving maintenance of Grass area, lawns, shrubs/shrubbery, trees, hedge/edge plants, etc., which includes all required materials, consumables, tools, tackles, equipment, arranging manpower/ labour, supervision etc.. for carrying out the mentioned Services at Strategic Crude Oil Storage Cavern Facilities , Visakhapatnam as per the Scope of Work specified in the Special Conditions of Contract section of the document.

The brief scope of work shall comprises of following:

2.1 **Grass Cutting Services** – Includes cutting of vegetation (using grass cutting machines, as per requirement), uprooting, loading, transporting of vegetation out side the ISPRL premises for safe disposal. The agency shall maintain the cleared area free of unwanted vegetation from the date of placement of service order. For carrying out the job against this order the agency shall deploy a minimum of **THREE** manpower and a minimum of **ONE** grass cutting machines with **One** operator on daily basis. The agency shall mobilize for additional machinery / additional manpower, as required, for carrying out the job as per the scope as outlined, for keeping the



area free of un-wanted vegetation, at no additional cost. The wages for all the above four manpower shall be not less than semi skilled manpower category to be ensured during the entire contract period. The change in minimum wages if any during the contract period will be considered for payment.

- 2.2 Maintaining the Lawn, Up keeping of landscape Horticulture works** - Includes maintenance of Grass area, lawns, shrubs/shrubbery, trees, hedge/edge plants, etc., as required by carrying out the operations like Watering, Gap filling, Pruning, Hoeing, Saucer making, periodical weeding, forking / mowing / cutting, trimming of Hedges / Edges to required shape etc, maintenance of potted plants including repotting, planting, painting, shifting and placing of pots in the specified places as and when required etc., sweeping the grass areas, clearing of all unwanted materials including plastics, dry leaves etc., to keep the grass areas clean, application of Fertilizers, Manures, Plant Protection Chemicals, weedicides as and when required and all such works required for up-keeping of Horticulture works in the respective areas etc., including all labour, material, implements, tools, tackles etc., and deployment of equipment complete as per specification and /or as directed by the Engineer-in-Charge. No additional payment for Fertilizers, Manures, Plant Protection Chemicals, pesticides shall be paid. . For carrying out the job against this order the agency shall deploy a minimum of **TWO** manpower to carry the job. The wages for all the above two manpower shall be not less than semi skilled manpower category to be ensured during the entire contract period. The change in minimum wages if any during the contract period will be considered for payment.

3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

Bids must be accompanied with a Demand Draft for Rs 1,00,000/- (Rupees One Lakh Only) towards the Earnest Money Deposit / Bid Security. Bids not accompanied with the requisite Earnest Money Deposit /Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.

The EMD/ Bid Security shall be drawn in favour of **Indian Strategic Petroleum Reserves Limited** payable at **Visakhapatnam**, in the form of crossed Demand Draft from any Indian Scheduled Bank.

4.0 TIME PERIOD

- 4.1** The Grass cutting and Lawn maintenance services to be provided for a period of 12 Months from date of acceptance of LOI **and can be extendable twice for a period of 12 months each at same terms and conditions at the discretion of ISPRL.**

5.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS

- a) Tender Doc No: . **ISPRL/VZ/CM/GRASS & LAWN/T2/16- 02 dated 19.07.2016**



- b) Last Date and time of submission of Bids: 26-08-2016 by 13:00 Hrs IST
- c) Opening of Tender : 26-08-2016 by 15:00 Hrs IST

Tenders are required to be dropped in the Tender Box provided at the Office of Indian Strategic Petroleum Reserves Ltd, Strategic Crude Oil Storage Facilities, Behind HSL Fabrication Yard, Lova Gardens, Visakhapatnam – 530005 AP, India.

6.0 GENERAL

- a. Tender to be uploaded in E- tender website www.isprlindia.com/tenders.asp
- b. Bids not uploaded in due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening. The bidder's representatives shall bring Authorization letter to attend the bid opening.
- c. ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit and other expenses incurred during bidding process.
- d. ISPRL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- e. Bidder submitting their bid, should not be under liquidation, court receivership or similar proceedings.
- f. Bidder shall not be on Holiday / Negative List of ISPRL/HPCL. Price bids shall not be opened of such bidder who is in Holiday / Negative List, if it is come to the notice of ISPRL.
- g. Consortium /Joint bids shall not be accepted.
- h. Fax / e-mail bids shall not be accepted.
- i. ISPRL reserve the right to reject any or all bids without assigning any reason.
- j. Contact Details:

Chief Manager, ISPRL, Visakhapatnam
Telephone–91-891-2574059/2702005 Ext 2005.
E-mail – kvrao@isprlindia.com
Fax–91-891-2702005.



INSTRUCTIONS TO BIDDERS

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A GENERAL

1.0 INTRODUCTION

1.1 INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to avail the services for Grass cutting and Lawn maintenance services on regular basis for their Strategic crude Oil Storage Cavern Facilities located at Lovagardens, Behind HSL fabrication yard, Gandhigram Post, Post Box No:999 , VISAKHAPATNAM -530005. ANDHRA PRADESH.

2.0 COST OF BIDDING

2.1 All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 SITE VISIT

3.1 Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. 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.

3.2 The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

3.3 Bidder may contact Chief Manager, ISPRL, and Visakhapatnam for the purpose of necessary site information or forward their queries to kvrao@isprlindia.com

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding Document shall be read in conjunction with any amendment issued in accordance with Clause 6.0 below.

4.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index.

4.3 Bidding documents once issued are non-transferable in other name.



5.0 CLARIFICATION OF BIDDING DOCUMENT

- 5.1 Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification within the cutoff date as specified in Notice Inviting Tender (NIT) / Letter Inviting Bid (LIB) or 6 days prior to the Bid Closing Date. Such clarification requests shall be directed to the address given in LIB. ISPRL is not responsible for any postal /courier/Mail delay in receiving the clarification requests.
- 5.2 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the work in accordance with the Contract.
- 5.3 Response to queries/ clarifications raised will be sent as expeditiously as possible to all who have been issued the Bidding Documents. The response shall not form part of the Bidding Document unless issued as an Addendum / Amendment.
- 5.4 Bidders are expected to resolve all their clarifications / queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification.

6.0 AMENDMENT OF BIDDING DOCUMENT

- 6.1 Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period and subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit 'Original' Addendum/ Compliance letter duly signed and stamped in token of his acceptance.
- 6.2 For Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.

7.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 7.1 Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to OWNER.
- 7.2 The Bidding Document is and shall remain the exclusive property of ISPRL without any right to Bidder to use them for any purpose except for the purpose of Bidding.



C PREPARATION OF BID

8.0 LANGUAGE OF BID

8.1 The Bid and all correspondence incidental to and concerning the Bid shall be in English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.

9.0 COMPLIANCE TO BID REQUIREMENT

9.1 Owner expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid.

9.2 In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations / exceptions to these, shall be rejected:

- Bid Security
- Bid Validity
- Security Deposit
- Force Majeure
- Performance Bank Guarantee
- Cancellation/ Termination of Contract
- Price Adjustment/ Price Reduction for delay in completion
- Defect Liability / Guarantee Period
- Scope of Work / Supplies
- Proforma of all Bank Guarantees
- Arbitration

The deviation on other clauses, if unavoidable, should be furnished as per FORM attached. Exception/ Deviations submitted in any other form shall not be considered. If any exception / deviation is acceptable to ISPRL, the same shall be issued to all bidders through an amendment. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid/ price implication (if any), his bid shall be rejected outright without any reference. In case any deviations is found in the revised price bid / price implication, the bidder is also liable to be placed on holiday list / negative list for future tenders.

10.0 DOCUMENTS COMPRISING BID

10.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.



11.0 BID PRICES

- 11.1 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 'Schedule of Rate (SOR)' 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.
- 11.2 The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document
- 11.3 Prices quoted by the bidder, shall remain firm , fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.
- 11.4 Bidder shall quote/fill the rate in rupees in round figure (without any figure in decimal i.e. paisa).
- 11.5 Alternative bids will not be considered.

12.0 BID VALIDITY

- 12.1 Bid shall remain valid for a minimum period of 180 days from due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the bidders shall forfeit the EMD and ISPRL will reject their bids. Such Bidder also may be put on Holiday / Negative List.
- 12.2 ISPRL may request the bidders for extension of the period of validity of bid. If the Bidder agrees to the extension request, the validity shall be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

13.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 13.1 Bidder shall furnish, as part of its Bid, EMD for an amount as indicated in the NIT/ LIB. The Bids not accompanied with EMD or EMD not as per the Bidding Document shall be considered as non-responsive and such Bids shall be rejected. ISPRL shall not pay any interest on EMD furnished.
- 13.4 Bid security of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder's executing the Contract,



and furnishing the Initial Security Deposit / Security Deposit.

13.5 The EMD may be forfeited:

- i) if a Bidder withdraws its bid during the period of Bid Validity or does any breach of tendering terms and conditions; or
- ii) if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by ISPRL in writing; or
- iii) if not accepting the arithmetic corrections found if any
- iv) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false / forged.
- v) in case of a successful Bidder, if the Bidder fails, within the specified period:
 - a. to sign the Contract.
 - b. to furnish the Initial Security Deposit / Security Deposit.

14.0 MULTIPLE/ ALTERNATIVE BID

14.1 A bidder shall on no account submit more than one bid either directly or indirectly.

15.0 FORMAT AND SIGNING OF BID

15.1 The bidder shall prepare five copies (one original and four photo copies) of the Techno-commercial bid and two copies (one original and one photo copy) of price bid. In the event of discrepancy between the original and any copy, the original shall prevail.

15.2 The original and all copies of the bid shall be typed or written in indelible ink (in case of copies, Photostats are also acceptable) and shall be signed by bidder or person(s) authorised to sign on behalf of the bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.

15.3 The bid shall contain no interlineations, erasures or overwriting. In case any corrections are required, the original writings shall be neatly cut /penned through and re-written near by. No overwriting or erasure of original writings by use of “white fluid” or otherwise is permitted. In case any erasure using “white correcting fluid is found, the offer shall be liable to be rejected. All corrections / cuttings / alterations shall be signed in full by the Bidder with date. Numerical figures shall be written both in figures as well in words.

16.0 CHECK LIST FOR SUBMISSION OF BID

16.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid’, has been enclosed.

16.2 Bidder is required to fill the checklist and submit along with the bid for ready reference. All documents shall be submitted under various sections as per this Check List.



D. BID SUBMISSION

17.0 SEALING AND MARKING OF BID

As per the e-tendering procedure to be followed

18.0 DATE, TIME & PLACE OF SUBMISSION

18.1 Bid must be submitted by the due date and time mentioned in the NIT/ LIB or any extension thereof as duly notified in writing by Owner.

19.0 LATE BIDS

19.1 Any bid received by ISPRL after the deadline for submission of bids will be declared "**Late**" and shall be rejected.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that the modification or withdrawal is received prior to the deadline prescribed for submission of bids.

E BID OPENING AND EVALUATION

21.0 EVALUATION OF BIDS

21.1 Bidder must meet the qualification requirements as specified in Notice Inviting Bid (NIB)

21.2 ISPRL reserves the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.

22.0 OPENING OF PRICE BID

22.1 The opening of price bid will be as per the scheduled date and time.

23.0 EVALUATION OF PRICE BIDS

23.1 The rates quoted by the Bidder shall be checked for arithmetic correction, if any, based on price filled by the Bidder in the Schedule of Price.

23.2 When the rate quoted by bidder in figure does not correspond to amount, the rate quoted by the bidder shall be taken as correct.

23.3 To arrive at the evaluated price, loading / adjustment on total quoted price, wherever applicable, shall be done as per following :

- Loading for unquoted items as per clause 25.4 below.

23.4 In case a Bidder does not quote for any items and the estimated price impact of unquoted items is more than 10% of his total quoted price, the bid will be rejected. If such price impact of unquoted items is 10% or less of his total quoted price, for the purpose of comparison, the



unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders. If such Bidder happens to be the selected Bidder, price of unquoted items shall be negotiated before award of work in line with the lowest rate quoted by the Bidders.

- 23.5 Conditional discount, if offered, shall not be considered for evaluation.
- 23.6 Any uncalled for lump-sum / percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.
- 23.7 Purchase preference to Central Public Sector Enterprises of Government of India shall be given as per prevailing policies of Govt. of India.

24.0 UNSOLICITED POST TENDER MODIFICATION

- 24.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations / exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

25.0 CONTACTING ISPRL

- 25.1 Bidders are advised not to contact ISPRL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence ISPRL in any of the decision in respect of Bid evaluations or award of CONTRACT, will result in the rejection of Bid.

F AWARD OF CONTRACT

26.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

- 26.1 The ISPRL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the ISPRL action.
- 26.2 In the opinion of ISPRL, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest



Bidder shall attend such negotiation meetings and if requested by Owner shall provide the analysis of rates / break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

27.0 NOTIFICATION OF AWARD

27.1 The Bidder, whose bid is accepted by ISPRL shall be issued Letter / Fax of Acceptance (LOA/ FOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA / FOA.

27.2 ISPRL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, ISPRL shall correspond only with the successful Bidder.

28.0 CONTRACT AGREEMENT

28.1 The Contractor shall execute a formal contract with the ISPRL within specified period from the date of issue of detailed Letter of Acceptance on a non-judicial stamp paper of New Delhi and of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.

28.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the ISPRL and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the ISPRL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

28.3 The Contract document shall consist of the following:

- i) Original Bidding Document;
- ii) Amendment/Corrigendum to original Bidding Document issued; if any
- iii) Letter of Intent / Fax of Acceptance.
- iv) Detailed Letter of Award/ Acceptance along with enclosures.