

**(TENDER NO. ISPRL/VSP/PR-08/17-18/SECURITY BUILDING/ T10 dated 09.03.2018)**



## **SECTION - I**

### **COVER PAGE**

### **BIDDING DOCUMENT FOR CONSTRUCTION OF SECURITY BUILDING**

**At**

**Indian Strategic Petroleum Reserves Limited  
Strategic Crude Oil Storage Facilities  
Lova gardens, Behind HSL fabrication Yard  
Post Box No.999, Gandhigram Post  
VISAKHAPATNAM-530005**



## INDEX

**NAME OF WORK** : CONSTRUCTION OF SECURITY BUILDING ALONG WITH SUPPLY AND INSTALLATION OF AMINITIES AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005.

**TENDER DOC NO.** : **ISPRL/VSP/PR-08/17-18/SECURITY BUILDING/ T10 dated 09.03.2018**

### **SECTION – I : COMMERCIAL SECTION**

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## NOTICE INVITING BID FOR BIDDING DOCUMENT FOR CONSTRUCTION OF SECURITY BUILDING

AT

### Strategic Crude Oil Storage Facilities

Lova gardens, Behind HSL Fabrication Yard,  
Gandhigram Post, Post Box No: 999  
VISAKHAPATNAM, AP, INDIA-530005

### ISPRL/VSP/PR-08/17-18/SECURITY BUILDING/ T10 dated 09.03.2018 (DOMESTIC COMPETITIVE BIDDING)

#### 1.0 PROJECT DETAILS

- 1.1 Indian Strategic Petroleum Reserves Limited (ISPRL) proposes to construct a Security building through qualified contractors for the Strategic Crude Oil Storage facilities, Lova gardens, Behind HSL Fabrication Yard, Gandhi gram Post, Post Box No: 999, Visakhapatnam-530005, AP, India.

#### 2.0 BRIEF SCOPE OF WORK

Scope of work shall include construction of security building along with allied facilities as per the details given at ISPRL (with in the boundary) near main gate entrance of Strategic Crude Oil Storage Facilities, Visakhapatnam as per the Scope of Work specified in Special Conditions of Contract. This Civil and Structural work comprises of Residual Design and Drawing for Fabrication of Structure, construction, fabrication and erection of civil facilities for setting up a fully functional structure with all materials, labour, supervision, plant and equipment, tools and tackles, consumables, scaffolding, enabling work etc. including all incidental items not specifically mentioned but implied for successful completion of the work in accordance with drawings and detailed specifications.

The detailed specifications and scope of work are defined in subsequent sections and tender drawings. However the summary of scope of work is appended below for bidder's guidance.

However considering Safety & Security and detailed Programme of the facility, the sequence of activities shall be finalized during "KICK OFF MEETING" at site between the owner and successful bidder/contractor.

The brief scope of work shall comprises of following:

1. Detail engineering consists of review of given drawings, designs including the foundation design
2. Construction of building as per the standard specifications
3. Supply and installation of all amenities like AC's, furniture.
4. The building to be made ready in all respects and hand over in ready to occupy condition
5. Adhere to the standards and specifications
6. Submission of test certificates where ever applicable
7. Ensure quality assurance as per the specifications given elsewhere in the contract including third party inspection and certification
8. Deployment of necessary supervisory manpower as per the specifications mentioned elsewhere in the tender document
9. Adhere to the time lines in completion of job in time, failing in timely completion leads to penalty as mentioned elsewhere in the tender document



## Two part bid

e- tenders are invited on two-bid system (Part 'I' – Techno-Commercial Bid and Part 'II' - Price Bid) from competent, quality conscious, experienced, financially and technically sound contractors meeting Qualifying Parameters along with other details given below for the following work.

Tenderers are advised to download 'Notice Inviting Tender' along with other tender documents from the e-tendering portal as given in the tender document.

### 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.

Note: NSIC / MSME registered parties for carrying this nature of job, Central / State PSUs (Need to submit the proof that showing tenderer is registered with Central / State PSUs / NSIC / MSME) are exempted from payment of EMD. The notarised registration certificate copy of NSIC/MSME to be submitted showing the present validity of that registration.

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

### 4.0 TIME PERIOD

4.1 The time period for completion of this job is 6 months from date of accepting the LOI.

### 5.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS

- a) **ISPRL/VSP/PR-08/17-18/SECURITY BUILDING/ T10 dated 09.03.2018**
- b) **Pre bid meeting date and time: 20.03.2018 at 14.00 Hrs IST**
- c) **Last Date and time of submission of Bids: 03.04.2018 by 13:00 Hrs IST**
- d) **Opening of Technical Bid : 03.04.2018 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 documents are available at ISPRL Website [www.isprlindia.com/tenders.asp](http://www.isprlindia.com/tenders.asp)
- b. Bids not submitted within 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 expenses incurred by bidders in connection with the preparation and delivery of their bids, site visit and other expenses incurred during bidding process.
- d. ISPRL reserves 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. In this regards a self-declaration as per the given format is to be submitted along with EMD.  
Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or facing following Actions by any of the PSU Oil Companies are not eligible to submit their offers:
  - i. Termination of Contract
  - ii. Withdrawal of LOI / Work Order, have been taken for malpractices while undertaking the job as



defined under similar works under PQC.

- 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.  
All intending Tenderers are requested to attend the pre-bid conference. This pre bid conference minutes issued will form part of the tender documents already issued. The Minutes will be published in ISPRL website [www.isprlindia.com/tenders.asp](http://www.isprlindia.com/tenders.asp)
- j. Bidder is advised to refrain from submitting any false, forged documents during the entire tendering / later process, the penalty for which shall be termination of contract / holiday listing of Bidder at any stage and EMD or SD submitted shall be forfeited.
- k. During evaluation of technical bids and opening of price bids of the bidders participated in the tender, if it is found that any bidder is Blacklisted / holiday listed by Corporation or MoP&NG, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest(L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.
- l. The quality of works and timely execution is of paramount importance and under no circumstances these shall be allowed to be diluted.
- m. Bidder is also advised to go through the tender documents carefully and understand these completely before quoting.
- n. The estimated volumes are only directional and the successful bidders cannot claim it as their right. The quantities can increase or decrease at the sole discretion of ISPRLTE. Payments will be made based on actuals.
- o. Negotiations with the bidders will not be conducted as a matter of routine. However, Corporation reserves the right to conduct negotiations.
- p. Pre- Bid Conference:  
Subsequent to opening of bids, ISPRL will not entertain clarifications. Therefore, clarifications, if any, may be sought by the bidders during the pre-bid conference. Pre- bid conference is scheduled as given in Tender document under Notice Inviting Tender (NIT).  
All prospective Bidders are requested to attend the pre-bid conference
- o. Contact Details:  
**Deputy General Manager, ISPRL, Visakhapatnam**  
**Telephone-91-891-2868004/1.**  
**E-mail – kvrao@isprlindia.com**



## INSTRUCTIONS TO BIDDERS

### A GENERAL

#### 1.0 INTRODUCTION

- 1.1 INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to avail the services for **CONSTRUCTION OF SECURITY BUILDING** for their Strategic crude Oil Storage Facilities located at Lova gardens, Behind HSL fabrication yard, Gandhigram Post, Post Box No:999, Visakhapatnam -530 005, 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 Dy. General Manager, ISPRL, 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.

5.5 Pre-bid meeting will be held as per the date specified in the tender document. All vendors are who requires any clarification regarding scope of work, specifications, test procedures, quality assurance etc., the vendors can feel free to raise their query on or before the pre-bid meeting date given in the tender. Vendors queries will be consolidated and reply will be prepared and offered to tenderers who choose to be present in the pre-bid meeting.

## 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. Please refer the documents under Formats, the applicable documents are need to be submitted along with the Technical Bid.

#### 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 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 the amount as indicated in the 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.
- 13.2 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.

#### 13.3 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.

#### Note:

- a) **Public Sector Enterprise/Undertaking (Self Declaration required along with Unpriced Bid) and SSIs registered with NSIC (Copy of valid registration Certificate should be submitted along with the Unpriced Bid) are exempted from submitting EMD.**
- b) **Prospective bidders who are SSI registered with NSIC shall provide a declaration in writing along with their unpriced bid whether they have succeeded in securing orders for same items, in competition (i.e. without price preference) with large scale units during the preceding 12 months.**

#### 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 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) authorized to sign on behalf of the bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.

15.2 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 nearby. 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 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 TECHNO COMMERCIAL BIDS

21.1 Prior to price opening of bids, the OWNER will determine whether each bid is accompanied by required EMD totally compliance to the requirement of the Bidding Document provides any clarifications and/ or requirement pursuant to clause 5.0 above.

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

21.2 Bidder must meet the qualification requirements as specified at clause 1.6 of SCC  
The Pre Qualification Criteria (PQC) is given here with:

Bidders must submit following documents as minimum pre-qualifying criteria for this tender. All such documents must be valid on the closing date of tender.

Sr. No.	Criteria	PQC Document to be uploaded
i.	Minimum annual turnover (60% of annualized estimated value of work)	The Bidder shall have a minimum annual turnover of Rs. 80 Lacs in any of the last three preceding financial years ending Mar' 2017. (Please upload copies of Annual Report and Audited Balance sheets and Profit & Loss Account with complete schedules for the last three years. However, if the tenderer is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the tenderer along with copies of its Income Tax Return should be obtained. In case of non availability of audited balance sheets (Profit a loss Account Statement)/ published accounts for the year 2016-17, the audited balance sheet (profit and loss Statement)/ published account of 4th preceding financial year shall also be acceptable).

ii.	Work orders of similar nature of works	<p>The bidder must have executed work order/s of similar nature of works (as explained under) of the following value in last five years till 31.12.2017. The amount of executed similar works for those work orders which are continuing and are for long period more than an year shall be considered for evaluating the work experience criteria.</p> <table border="1" data-bbox="603 439 1358 869"> <tr> <td data-bbox="603 439 1102 573">One Work Order of executed work (50% of annualized estimated value of work).</td> <td data-bbox="1102 439 1262 573">Rs.64</td> <td data-bbox="1262 439 1358 573">Lakhs or</td> </tr> <tr> <td data-bbox="603 573 1102 719">Two Work Orders of executed work (each work order of 40% of annualized estimated value of work).</td> <td data-bbox="1102 573 1262 719">Rs.51</td> <td data-bbox="1262 573 1358 719">Lakhs or</td> </tr> <tr> <td data-bbox="603 719 1102 869">Three Work Orders of executed work (each work order of 30% of annualized estimated value of work).</td> <td data-bbox="1102 719 1262 869">Rs.37.89</td> <td data-bbox="1262 719 1358 869">Lakhs</td> </tr> </table> <p>The cost as indicated above shall be inclusive of Service Tax or GST. The completion certificate, submitted by the bidder shall indicate the total value of completed job, inclusive of Service Tax also.</p>	One Work Order of executed work (50% of annualized estimated value of work).	Rs.64	Lakhs or	Two Work Orders of executed work (each work order of 40% of annualized estimated value of work).	Rs.51	Lakhs or	Three Work Orders of executed work (each work order of 30% of annualized estimated value of work).	Rs.37.89	Lakhs
One Work Order of executed work (50% of annualized estimated value of work).	Rs.64	Lakhs or									
Two Work Orders of executed work (each work order of 40% of annualized estimated value of work).	Rs.51	Lakhs or									
Three Work Orders of executed work (each work order of 30% of annualized estimated value of work).	Rs.37.89	Lakhs									
		<p>In case Service Tax amount / component is not included in the indicated total value of completed job as submitted completion certificate, a separate certificate from the respective client, mentioning the service tax amount if any, paid separately extra over and above the value of completed job under consideration, should be submitted by the bidder. This amount needs to be added to the value of completed job mentioned in the completion certificate to arrive at the value of the completed job inclusive of service tax .</p>									

**Definition of Similar Works:**

Experience of having successfully completion of Civil work at Hydro-Carbon Installation in hazardous area shall be considered as similar work for the purpose of qualification.

Similar works should have been successfully completed in a single work order of qualifying amount as given above. For this, copy of work order, Completion certificate /Final SES and payment details duly certified by owner or his authorized representative can be submitted by respective parties for arriving at the value of job executed against single work order. In case of Sub contract the WO /Completion certificate copy dully verified /endorsed by original owner for whom the work was carried out, has to be submitted.

**Note:**

- i. However mere submission of the relevant information and meeting the qualifying criteria would not entitle the Bidder for technical qualification. In the event document/information submitted by the Bidder is found to be incorrect, the contract with such Bidder shall be terminated at any stage and EMD or SD submitted shall be forfeited. Such Bidder may also be blacklisted/ put on Holiday List.
- ii. Notwithstanding any other condition/ provision in the tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given only one opportunity with a fixed deadline of one week after bid opening to provide complete & unambiguous documents in support of meeting the PQ criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders tender will be rejected.



- 21.3 Bidder must submit their experience details inline with the requirement of the clause in first instance only, strictly along with relevant documentary evidence and the copies of work orders and completion certificates in support of their experience
- 21.4 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 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, bidder's name, total bid price, discount and such other details considered appropriate at the discretion of OWNER will be announced and recorded. Item wise price shall not be read.
- 22.2 The bidder who has not submitted the documents as mentioned under SCC at 15.0, his bid will automatically treated as disqualified for opening the price bid.
- 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 23.4 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 favor 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.

28.4 Specimen of Agreement Form is enclosed with these tender documents. Bidders are advised to carefully scrutinize the same before submitting their tender.



- 28.5 The successful bidder should submit 2 sets of the Agreement form (1 set on stamp paper and the other on plain paper) along with the Security Deposit. Both the sets are to be signed with the firm's seal and submitted to ISPRL along with the letter confirming acceptance of the offer letter. The non-stamped copy will be returned to the successful bidder duly signed by competent authority of ISPRL.
- 28.6 When the person signing the tender is not the sole proprietor, necessary Power of Attorney authorizing the signatory to act on behalf of the proprietor/firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should be submitted for ISPRL record.
- 28.7 All the terms & conditions stipulated in the Notice inviting Tender, tender document, all tender related correspondence etc shall form part of contract.



## FORMATS:

### A) Proforma of Declaration of Black Listing/Holiday Listing

#### **In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any black list or holiday list declared by any of Oil Marketing Companies (OMC) under MOP&G. Or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by OMC. Or any Department of the Government or by any Public Sector Organization in Indian or in any other country in respect of any corrupt or fraudulent practice(s) against me or any other or my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, an/or in enquiry and in absence thereof of state "NIL")

#### **In the case of a Partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by of any Oil Marketing Companies (OMC) under MOP&G. Or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by OMC. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL").

#### **In the case of Company:**

We hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent(associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by any of Oil Marketing Companies (OMC) under MOP&G. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other Country: and that there is no pending inquiry by OMC. Or by any Department of any Government(State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s),except as indicated below:

(Here give particulars of black listing or holiday listing and/or inquiry and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, ISPRL Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to ISPRL.

Place

Signature of Bidder with Seal





## B) Format for giving consent & Bank Details.

(Details to be provided on Vendors Letter Head)

Date : \_\_\_\_\_

M/s. Indian Strategic Petroleum Limited,  
(Lova Gardens, Visakhapatnam)

Dear Sir,

We hereby agree to accept the payments of all our bills through NEFT/ RTGS / Internet. The desired bank details are given below:

1. Beneficiary Name
2. PAN No.
3. Vendor Code / Employee PF No
4. Name of Bank (to which payment is to be sent)
5. Branch Name
6. Address of the Branch
7. STD Code & Telephone no of the branch
8. Branch Code
9. 9 digit code of the bank & branch as appearing on the MICR Cheque. (Please ensure that the MICR Code should not start with ZERO)  
Copy of a cancelled cheque must be enclosed)
10. Bank account number (as appearing on the cheque book)
11. Account type (SB/CA/CC)
12. Branch IFSC Code
13. E-mail address of the vendor
14. Mobile Number of the Bidder

Please attach a blank cancelled cheque or photocopy of a cheque issued by your bank relating to your above account for verifying the accuracy of the account.

I hereby declare that the particulars given above are correct & complete.

Signature and seal of Bidder



### C) Particulars of Bidder/ Firm's Constitution

1. Please tick (✓) in the correct box relating to your firm/s organization:

- Proprietorship Firm
- Partnership Firm
- Private Limited Company
- Pubic Limited Company
- Any other

1.1 If Proprietorship Name of Proprietor  
Full Address

Contact No.  
Particulars of his/ other Business, if any

1.2 If partnership firm a) Name of partners and their address  
1.

2.

1.3 If Ltd. Co. under Indian Companies Act, 1956

Please state

- A) Private Ltd. or Public Ltd.
- B) Registered Office's Address
- C) Date of Certificate of incorporation
- D) Authorized Share Capital
- E) Subscribed Share Capital
- F) Main business of the Company

1.4 If any other type of constitution Please indicate full-- Name & Address of Members/  
Directors/Chief Executives

1.

2.

- (a) Registration Particulars
- (b) Share Capital
- (c) Any other business of the Firm

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_



D) Undertaking –to be Submitted along with Technical Bid

Name of Work:

Tender No:

We confirm that we have quoted the rates in this tender considering inter-alia the

1. Tender Documents
2. Additional Documents (if any)
3. BoQ Document (Price Bid Format)
4. Corrigendum ( if any)
5. Pre-Bid Meeting minutes (if any)

We \_\_\_\_\_ (Name of the Tenderer )hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum , if any and minutes of the pre bid meeting. In event of our offer found technically acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of the Contract Agreement.

Signed for and on behalf of Tenderer(s)

Name of Tenderer(s)

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

Seal & Signature of Tenderer

NOTE: This declaration should be signed by the Tenderers authorized representative on COMPANY LETTERHEAD who is signing the Bid.



## E) Undertaking for GSTIN

(Required in case of non-availability of GSTIN number)

We hereby confirm that we have submitted our response to the above mentioned tender.

We hereby mention that we do not have GSTIN under State Govt. as on date of submission of our response to the subject tender.

We hereby confirm that we shall obtain GSTIN from Govt. as per applicable statutory rules in case of award of works by Indian Oil Corporation Limited within 6 weeks from the date of receipt of Work Order.

We also hereby confirm that we shall submit our bills for payment only after submitting necessary documentary proof towards GSTIN issued by Govt.

Signature:

Name & Address Seal:

Date:

**NOTE:** This undertaking should be signed by the bidder's authorized representative on their firm's letterhead who is signing the Bid.



F) (ON A STAMP PAPER OF RIQUISITE VALUE & DULY NOTARISED) GENERAL POWER OF ATTORNEY

We, the undersigned 1. Sh ..... 2
Sh. ....3. Sh..... all
residing
at.....the
proprietor /partners/ Directors of
M/s.....having its registered office
at..... do
hereby nominate, authorise and appoint
Shri.....

s/o.....r/o..... who is to act as attorney of
our firm M/s.....with full power and authority to
exercise the following powers or any of them on our behalf and on behalf of our firm.

- 1.To sign, seal, execute, perfect and/or complete the tender document and also other relevant documents required by M/s Indian Oil Corporation Limited (hereinafter called the Company) in respect thereof.
2.To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender.
3.To sign, seal, execute, perfect and/or complete Contract Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Contract Agreement arising out of the said tender.
4.To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Contract Agreement with the IOC .

I/We the said Proprietor/ Director / Partner do hereby agree to allow, verify and confirm all and whatsoever the said Shri..... shall or may do or cause to be done in or about the said tender and the Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This power of Attorney shall remain irrevocable till the validity period of our quotation, Contract Agreement/or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at .....this.....day.....of.....two thousand.....

Signed , sealed & delivered by the within named Signatures
1.
Shri.....
Proprietor / Director / Partner
2.
Shri.....
Proprietor / Director / Partner
3.
Shri.....
Proprietor / Director / Partner



Signature of the Tenderer with seal  
Accepted by  
(Signature of GPA Holder )  
Before me  
Notary 's Stamp  
Duly Notorised

- 1 .
- 2.

WITNESSES  
NAME

SIGNATURE

(Notarized copy of irrevocable Power of Attorney meeting the law of land, as per above format or any other format authorizing the DSC holder to upload the bid in case of Partnership and Public / Private Limited firms.)



### G) DETAILS OF RELATIONSHIP WITH DIRECTORS

Bidders should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
Proprietary Firm	PART – A
Partnership Firm	PART – B
Company (Private / Public) / Co- operative Society	PART – C

#### PART – A

(Applicable where Firm is Proprietary)

1. Name of the Proprietor:
2. Address:
3. State whether bidder is related to any of the Director(s) of the ISPRL: YES / NO
4. If ' YES ' to 3, State the name(s) of the Director(s) and Bidder's relationship with him / her.

Strike off whichever is not applicable.

Date:

Signature \_\_\_\_\_  
Name of Person signing the tender \_\_\_\_\_  
Bidder's Name and address with seal \_\_\_\_\_

#### PART – B

(Applicable where the Tender is from a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the bidder is a Director of ISPRL: Yes/No
5. If 'Yes' to (4) state the name(s) of the Director(s).
6. State whether any of the partner of the bidder is related to any of the Director(s) of ISPRL: Yes/No
7. If 'Yes' to (6) state the name(s) of the Director(s) & the bidder partner's relationship with him/ her. Strike off whichever is not applicable.

Date:

Signature \_\_\_\_\_ Name of Person  
signing the tender \_\_\_\_\_



## PART – C

(Applicable where the Firm is a Public / Pvt. Ltd. Company/ Co-op. Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:  
(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society:
4. Names of Directors of the Company/ Co-operative Society:
5. State whether any of the Director Of the Bidder/  
Company is a Director of ISPRL: Yes/No
6. If 'Yes' to (5) state the name(s) of the Director(s):
7. State whether any of the Director of the Bidder  
Company is related to any of the Director(s) of ISPRL: Yes/No
8. If 'Yes' to (7) state the name(s) of the Director(s) & the  
Concerned Director's (of the bidder Co.) relationship with  
him /her. Strike out whichever is not applicable.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Name of Person signing the tender \_\_\_\_\_  
Bidder's Name and address with seal \_\_\_\_\_

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## DECLARATION 'I'

We declare that we have complied with and have not violated any clause of the standard Agreement.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Name of Person signing the tender \_\_\_\_\_  
Bidder's Name and address with seal \_\_\_\_\_

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## DECLARATION 'II'

The Bidder is required to state whether he/ she is a relative of any Director of the ISPRL or the bidder is a firm in which Director of ISPRL or his relative is a partner or is any other partner of such a firm or alternatively the Bidder is a private company in which Director of ISPRL is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the bidder employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the





Officer of the Corporation/ Central/ State Government, the bidder should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/ Central/ State Government.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Name of Person signing the tender \_\_\_\_\_  
Bidder's Name and address with seal \_\_\_\_\_