

**(TENDER NO. ISPRL/VSP/PR-08/17-18/MECH-ARC/ T5 dated 24.10.2017)**



## **SECTION - I**

**COVER PAGE**

**BIDDING DOCUMENT ON ANNUAL RATE CONTRACT FOR MECHANICAL  
MAINTENANCE JOBS**

**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 :** ANNUAL RATE CONTRACT (ARC) FOR MECHANICAL MAINTENANCE JOBS AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005.

**TENDER DOC NO. :** TENDER NO. ISPRL/VSP/PR-08/17-18/MECH-ARC/ T5 dated 24.10.2017

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

#### Contents

|   |    |
|---|----|
| <b>COVER PAGE</b> .....   | 1  |
| <b>INDEX</b> .....  | 2  |
| 1.0 PROJECT DETAILS .....   | 4  |
| 2.0 BRIEF SCOPE OF WORK.....                                      | 4  |
| 3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY: .....             | 5  |
| 4.0 TIME PERIOD.....  | 5  |
| 5.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS ..... | 5  |
| 6.0 GENERAL.....  | 5  |
| <b>INSTRUCTIONS TO BIDDERS</b> .....                              | 7  |
| A GENERAL.....  | 8  |
| 1.0 INTRODUCTION.....   | 8  |
| 2.0 COST OF BIDDING.....  | 8  |
| 3.0 SITE VISIT .....  | 8  |
| B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT .....            | 8  |
| 4.0 BIDDING DOCUMENT .....  | 8  |
| 5.0 CLARIFICATION OF BIDDING DOCUMENT .....                       | 9  |
| 6.0 AMENDMENT OF BIDDING DOCUMENT .....                           | 9  |
| 7.0 CONFIDENTIALITY OF BIDDING DOCUMENT .....                     | 9  |
| C PREPARATION OF BID .....  | 9  |
| 8.0 LANGUAGE OF BID .....   | 9  |
| 9.0 COMPLIANCE TO BID REQUIREMENT .....                           | 10 |
| 10.0 DOCUMENTS COMPRISING BID .....                               | 10 |



|          |  |           |
|----------|--|-----------|
| 11.0     | BID PRICES .....                                 | 10        |
| 12.0     | BID VALIDITY .....                               | 11        |
| 13.0     | EARNEST MONEY DEPOSIT (EMD) / BID SECURITY ..... | 11        |
| 14.0     | MULTIPLE/ ALTERNATIVE BID .....                  | 12        |
| 15.0     | FORMAT AND SIGNING OF BID .....                  | 12        |
| 16.0     | CHECK LIST FOR SUBMISSION OF BID .....           | 12        |
| <b>D</b> | <b>BID SUBMISSION .....</b>                      | <b>12</b> |
| 17.0     | SEALING AND MARKING OF BID .....                 | 12        |
| 18.0     | DATE, TIME & PLACE OF SUBMISSION .....           | 12        |
| 19.0     | LATE BIDS.....                                   | 12        |
| 20.0     | MODIFICATION AND WITHDRAWL OF BIDS .....         | 12        |
| <b>E</b> | <b>BID OPENING AND EVALUATION .....</b>          | <b>13</b> |
| 21.0     | EVAULATION OF BIDS.....                          | 13        |
| 22.0     | OPENING OF PRICE BID .....                       | 13        |
| 23.0     | EVALUATION OF PRICE BIDS .....                   | 13        |
| 24.0     | UNSOLICITED POST TENDER MODIFICATION .....       | 13        |
| 25.0     | CONTACTING ISPRL .....                           | 14        |
| <b>F</b> | <b>AWARD OF CONTRACT .....</b>                   | <b>14</b> |
| 26.0     | ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID .....  | 14        |
| 27.0     | NOTIFICATION OF AWARD.....                       | 14        |
| 28.0     | CONTRACT AGREEMENT .....                         | 14        |



## NOTICE INVITING BID FOR ANNUAL RATE CONTRACT (ARC) ON MECHANICAL MAINTENANCE JOBS

AT

### Strategic Crude Oil Storage Facilities

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

**(TENDER NO. ISPRL/VSP/PR-08/17-18/MECH-ARC/ T5 dated 24.10.2017)**

(DOMESTIC COMPETITIVE BIDDING)

### 1.0 PROJECT DETAILS

- 1.1 Indian Strategic Petroleum Reserves Limited (ISPRL) proposes to have an Annual Rate Contract (ARC) for the mechanical equipment's repair and maintenance jobs at 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 developing Annual Rate Contract (ARC) to carry the Mechanical Maintenance jobs at Strategic Crude Oil Storage Facilities, Visakhapatnam as per the Scope of Work specified in Section-1 of the Special Conditions of Contract.

The brief scope of work shall comprises of following:

- Establishing Rate Contract for
  - Break-down Maintenance
  - Preventive Maintenance
  - Predictive Maintenance
- Arranging Manpower on need basis
  - Certified Fabricator
  - Crew member (FM/FMH)
  - Un-skilled Helpers
- Arranging Equipment on need basis
  - Renting JCB
  - Renting Hydra
  - Renting Tractor
  - Renting dewatering pumps of various HP



- - Renting welding Machine
  - Misc. Civil Works

### 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, 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 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 validity of this contract is for a period of One year or exhaust of contract value which is ever is earlier from the date of placing the order on the selected bidder.

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

- a) **TENDER NO. ISPRL/VSP/PR-08/17-18/MECH-ARC/ T5 dated 24.10.2017**
- b) **Last Date and time of submission of Bids: 13.11.2017 by 13:00 Hrs IST**
- c) **Opening of Tender : 13.11.2017 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 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 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.
- 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:

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



## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

#### **A GENERAL**

- 1.0 INTRODUCTION
- 2.0 COST OF BIDDING.
- 3.0 SITE VISIT

#### **B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT**

- 4.0 BIDDING DOCUMENT
- 5.0 CLARIFICATION OF BIDDING DOCUMENT
- 6.0 AMENDMENT OF BIDDING DOCUMENT
- 7.0 CONFIDENTIALITY OF BIDDING DOCUMENT

#### **C PREPARATION OF BID**

- 8.0 LANGUAGE OF BID
- 9.0 COMPLIANCE TO BID REQUIREMENT
- 10.0 DOCUMENTS COMPRISING BID
- 11.0 BID PRICES
- 12.0 BID VALIDITY
- 13.0 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY
- 14.0 MULTIPLE/ ALTERNATIVE BID
- 15.0 FORMAT AND SIGNING OF BID
- 16.0 CHECK LIST FOR SUBMISSION OF BID

#### **D BID SUBMISSION**

- 17.0 SEALING AND MARKING OF BID
- 18.0 DATE, TIME & PLACE OF SUBMISSION
- 19.0 LATE BIDS
- 20.0 MODIFICATION AND WITHDRAWL OF BIDS

#### **E BID OPENING AND EVALUATION**

- 21.0 EVALUATION OF TECHNO-COMMERCIAL BIDS
- 22.0 OPENING OF PRICE BID
- 23.0 EVALUATION OF PRICE BIDS
- 24.0 UNSOLICITED POST TENDER MODIFICATION
- 25.0 CONTACTING THE OWNER/

#### **F AWARD OF CONTRACT**

- 26.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID
- 27.0 NOTIFICATION OF AWARD
- 28.0 CONTRACT PERFORMANCE GUARANTEE.
- 29.0 CONTRACT AGREEMENT



## A GENERAL

### 1.0 INTRODUCTION

- 1.1 INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to avail the services **for Annual Rate Contract ARC) on mechanical Equipment for their maintenance on need basis** 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](mailto: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 for 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 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.

13.4 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 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.
- 15.3 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 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 WITHDRAWL 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.

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  
SECTION I



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.