

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

STRATEGIC CRUDE OIL STORAGE CAVERN FACILITIES

Lovagardens, Behind HSL Fabrication Yard,

Gandhigram Post, Post Box No: 999

VISAKHAPATNAM, ANDHRA PRADESH, INDIA

(TENDER NO. ISPRL/VSP/RCC ROAD LAYING TO HILL TOP /T9/16 dated 28.12.2016)



SECTION I

NOTICE INVITING TENDER (N.I.T)

**BIDDING DOCUMENT FOR
RCC ROAD TO GREEN BELT AT ISPRL, VISAKHAPATNAM**



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NAME OF WORK : CONSTRUCTION OF RCC ROAD TO GREEN BELT AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM- A.P

TENDER DOC NO.:TENDER NO. ISPRL/VSP/RCC ROAD LAYING TO HILL TOP /T9/16 dated 28.12.2016

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**NOTICE INVITING BID FOR CONSTRUCTION OF APPROACH ROAD
TO
STRATEGIC CRUDE OIL STORAGE CAVERN FACILITIES,
Lovagardens, Behind HSL Fabrication Yard,
Gandhigram Post, Post Box No: 999
VISAKHAPATNAM, ANDHRA PRADESH, INDIA**

**(TENDER NO. ISPRL/VSP/RCC ROAD LAYING TO HILL TOP /T9/16 dated 28.12.2016)
(DOMESTIC COMPETITIVE BIDDING)**

1.0 PROJECT DETAILS

1.1 Indian Strategic Petroleum Reserves Limited (ISPRL) proposes to construct an approach road for the Strategic Crude Oil storage Cavern facilities, Lovagardens, Behind HSL Fabrication Yard, Gandhigram Post, Post Box No: 999, VISAKHAPATNAM, ANDHRA PRADESH, INDIA.

2.0 BRIEF SCOPE OF WORK

Scope of work shall include supply of all materials, consumables, tools, tackles, machinery, equipment's, arranging manpower/ labour, construction, supervision, testing and commissioning (wherever applicable) for all works for the Reinforced cement concrete road on hilly terrain at an elevation ranging from +70 meters MSL(mean sea level) to +80 meters, from flare area to watch tower no: 2&3 , spreading approximately 670 meters length Road as per the Scope of Work specified in the technical section of the document.

The brief scope of work shall comprises of following:

- ☐ Earth work in excavation for all types of soil including stripping of vegetation, uprooting of bushes controlled blasting in hard rock wherever required etc. for general site grading works.
- ☐ Earth work in excavation for all types of soils for drains, backfilling, cutting in hard rock etc. including all leads and lifts
- ☐ Construction of RCC road to green belt as per drawing and specifications complete in all respect
- ☐ Supply of all tools and tackles, manpower and machinery and consumables required for successful completion of the work.
- ☐ Any other work not listed above but required for satisfactory and successful completion of the job shall be deemed to be included in the contractor' scope.

3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

Bids must be accompanied with a Demand Draft for Rs.1,00,000/- (ONE LAKH RUPESS 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 FOR COMPLETION: The entire works shall be completed within 45 Days from date of acceptance of LOI

5.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS

- a) **TENDER NO. ISPRL/VSP/RCC ROAD LAYING TO HILL TOP /T9/16 dated 28.12.2016**
- b) Last Date and time of submission of Bids: 06.02.2017 by 13:00 Hrs IST
- c) Opening of Tender : 06-02-2017 by 15:00 Hrs IST
(In presence of authorized representatives of attending Bidders)

6.0 GENERAL

- a. Sealed bids will be received at ISPRL, Visakhapatnam
- b. Bids not received by the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- c. ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation & 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 his 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 we come to know.
- g. Consortium/Joint bids shall not be accepted.
- h. Fax/ e-mail bids shall not be accepted.
- i. Central Government Public Sector Undertaking/ Enterprises shall be extended purchase preference as per Government of India guidelines as applicable.
- j. ISPRL reserve the right to reject any or all bids without assigning any reason.
- k. Contact Details:

Chief Manager, ISPRL, Visakhapatnam
Telephone-91-891-2574059/2702005,
E-mail – altidivakar@isprlindia.cm
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 construct an approach road for their Strategic crude Oil Storage Cavern Facilities located at Lovagardens, Behind HSL fabrication yard, Gandhigram Post, Post Box No:999 , VISAKHAPATNAM -53005. 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 familiarise 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, Visakhapatnam for the purpose of necessary site information or forward their queries to altidivakar@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 cut off 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.

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 the OWNER 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 the 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 the 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 OWNER, 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 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.
- 10.2 The Bid shall be submitted in parts viz. PART- I,II & III in separate sealed envelopes:

PART – I FILLED TENDER DOCUMENT

PART - II : E.M.D

PART - III : PRICE BID

11.0 DOCUMENTS COMPRISING BID

- 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 OWNER. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of OWNER, OWNER shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list.
- 12.2 OWNER may request the bidders for extension of the period of validity of bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also 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 Proforma given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected. OWNER shall not pay any interest on EMD furnished.
- 13.4 Bid securities 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) to accept the arithmetic corrections pursuant to **clause 27** of ITB and/or
 - 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 initialled 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

- 17.1 The bidder shall seal the original and copies of the PART-I (Tender document)
Part II – shall contain the EMD



Part-III- shall contain Price BID.

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.

19.2 The "Late" bid shall be returned unopened to the Bidder in due course.

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.

20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of procedure for submission of bids. A withdrawal notice may also be sent by telex or cable but must be followed by signed confirmation copy.

E BID OPENING AND EVALUATION

21.0 OPENING OF TECHNO-COMMERCIAL BIDS

Not applicable

22.0 CLARIFICATION OF BIDS

Please contact ISPRL-Visakhapatnam to the concerned as mentioned elsewhere in the bid document.

23.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

Not applicable

24.0 OPENING OF PRICE BID

24.1 Price part of only those bidders who had submitted the EMD shall be opened. Bidders may depute their authorised 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.

25.0 EVALUATION OF PRICE BIDS

25.1 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.

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

25.3 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.

25.4 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.

- 25.5 Conditional discount, if offered, shall not be considered for evaluation.
- 25.6 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.
- 25.7 Purchase preference to Central Public Sector Enterprises of Government of India shall be given as per prevailing policies of Govt. of India.

26.0 UNSOLICITED POST TENDER MODIFICATION

- 26.1 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.

27.0 CONTACTING THE OWNER

- 27.1 Bidders are advised not to contact OWNER 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 the OWNER 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

28.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

- 28.1 The OWNER 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 OWNER'S action.
- 28.2 In the opinion of Owner, 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.

29.0 NOTIFICATION OF AWARD

- 29.1 The Bidder, whose bid is accepted by Owner 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 FOA.
- 29.2 Owner 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, Owner shall correspond only with the successful Bidder.

30.0 CONTRACT PERFORMANCE GUARANTEE

Within 10 (Ten) days from the date of Notification of Award of works by the OWNER, the successful bidder shall furnish a performance guarantee for an amount equal to 10% (Ten percent) of the Total Price in the form of a Bank Guarantee(s) issued by Indian Scheduled Bank . The Bank Guarantee shall be kept valid till contract completion period plus defect liability period .The Bank Guarantee should be executed on Non-



Judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and shall be as per the prescribed format enclosed in the Bidding documents. Each page of the Bank Guarantee must be stamped & signed by the authorised signatory(ies) of the Bank. Corrections, if any, must also be initialled by the authorised signatory(ies) of the Bank.

31.0 CONTRACT AGREEMENT

- 31.1 The Contractor shall execute a formal contract with the OWNER 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.
- 31.2 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 OWNER and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 31.3 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.