

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

STRATEGIC CRUDE OIL STORAGE CAVERN FACILITIES

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

**(TENDER NO. ISPRL/VSP/ MAINTANANCE SERVICES FOR SAFETY & SECURITY
EQUIPMENTS /T7/16 dated 15.12.2016)**



**BIDDING DOCUMENT : MAINTANANCE SERVICES
FOR SAFETY & SECURITY EQUIPMENTS
OF
ISPRL, VISA KHAPATNAM**

SECTION III

SPECIAL CONDITIONS OF CONTRACT (S.C.C)



NAME OF WORK : MAINTANANCE SERVICES FOR SAFETY & SECURITY EQUIPMENTS OF INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5 In case of irreconcilable conflict between relevant Indian standards, GCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict, in order of precedence:
- i) Detailed Letter of Acceptance (along with Statement of Agreed Variations, if any) and its enclosures such as Schedule of Rates, etc.
 - ii) Letter / Fax of Acceptance
 - iii) Special Conditions of Contract
 - iv) General Conditions of Contract
 - v) Scope of work / Job / Particular Specifications
 - vi) Drawings
 - vii) Technical/Material Specifications
 - viii) Indian Standards

2.0 DETAILS OF WORK

2.1 Scope of Work

The Scope of Work shall be as described in **Appendix -I to SCC**.



2.2 Scope of Supply

The Scope of Supply shall be as described in **Appendix-1I to SCC**.

2.5 Billing and Terms of Payment

The Contractor shall submit the Bills / invoice, in quadruplicate, for the work done **once in a quarter**. The Contractor shall submit all relevant documents, if specifically asked by ISPRL, for certification of invoice.

ISPRL shall release the payments **within 30 days** from the date of receipt of Bills, if found in order. No advance shall be paid.

2.6 On Account Payments

- a. quarterly Running Account Bills
- b. Payments will be made against Running Accounts Bill certified by ISPRL within 30 days from the date of receipt of the certified bill by ISPRL.
- c. Running Account bills and the Final Bill shall be submitted by the Contractor together with the duly signed measurement sheet / MIS Reports to ISPRL in quadruplicate for certification.
- d. All running account payments shall be regarded as on account payment (s) to be finally adjusted against the final bill payment.
- e. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects.
- f. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.
- g. Payment shall be made only through e-Payment mode through any of the designated banks to ensure that timely payments are processed. The agency shall necessarily fill requisite formats and complete all formalities for the same before submission of first bill. Due to non-fulfilment of e-Payment requirements, ISPRL shall not be responsible for any delay in the payments. Owner reserves the right to make payment in any alternate mode also.

2.7 Firm Price

The quoted price shall be **FIRM** and no escalation in price on any account shall be admissible to the Contractor till the work is completed in all respects.

2.8 Quality Assurance System

- 2.8.1 Owner's representative shall reserve the right to inspect / witness, review any or all stages of work at shop / site as deemed necessary for quality assurance.



2.8.2 In case CONTRACTOR fails to follow the instructions of ISPRL with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of ISPRL.

3.0 SECURITY DEPOSIT

The contractor shall within 10 (Ten) days of receipt of the notification of acceptance of the tender or letter of intent, shall remit the security deposit of amount equivalent to 10% of the Contract value to ISPRL. The security deposit shall be in the form of Bank Draft/Pay Order/Bank Guarantee from a Scheduled Bank / Nationalized Bank valid upto Three (3) months after Contract period and the same shall be released after Three months from the date of completion of the work.

Bank Guarantee shall be provided as per the enclosed format. Contractor may note that payment towards running bill shall not be paid unless & until SECURITY DEPOSIT is paid to ISPRL.

Owner reserves the right to deduct any amount from the Security Deposit at the time of expiry of Contract / Termination of Contract.

4.0 PENALTY CLAUSE

Owner shall reserve the right to impose cash penalty on the contractor and deduct such amount from his bills or Security Deposit in case Owner is put to any inconvenience due to non-performance or financial loss of any nature whatsoever, directly or indirectly by any of the contractor's personnel or by the contractor.

5.0 WORKS CONTRACT TAX

Every contractor who works for Owner should obtain an exemption certificate from the Commissioner of Sale Tax (works contract) otherwise Owner shall deduct the amount of TDS in accordance with the provisions of this Act. If at any stage the contractor's establishment gets an exemption certificate, he shall apply for refund to the Sales Tax Commissioner. Owner will furnish only a TDS certificate for the amount deducted and deposited with the Commissioner.

6.0 INCOME TAX

Income tax deduction shall be made from the gross amount billed as per the rules and regulations in force in accordance with income tax act prevailing from time to time.

7.0 CONTRACTOR'S OBLIGATIONS/ RESPONSIBILITIES

7.1 OBLIGATIONS:

The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.



7.2 RESPONSIBILITIES:

- 7.2.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER.
- 7.2.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 7.2.3 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, and lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.
- 7.2.4 The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipment / materials and consumables and his rates for execution of work will include of supply of all these items.

8.0 PAYMENT OF TAXES, DUTIES, CESS & OTHER LEVIES

The contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) of any and all taxes, duties, octroi, & other levies including service tax now or hereafter imposed, increased or modified from time to time in respect of the above job. The change in service tax if any after the award of contract shall be to ISPRL a/c.

9.0 INSURANCE POLICIES

The Contractor shall at his own cost and initiative take out and maintain at all times until the close out of the Contract, insurance policies as mentioned in General Conditions of Contract and also in respect of workmen engaged by him for providing services under this Contract, in order to keep himself as well OWNER fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing paragraph, OWNER shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of OWNER in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

10.0 GOVERNING LAWS & JURISDICTION

The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at New Delhi which shall have exclusive jurisdiction.

11.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a Contract Agreement with ISPRL as per proforma attached in the Bidding. Document on the non-judicial stamp paper of appropriate value (**Minimum Rs. 100/-**) to be purchased from Delhi. The cost of stamp paper shall be borne by successful Bidder.



12.0 ROUNDING OFF

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid / recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

13.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 13.1 The Contractor shall adhere to the Health, Safety (HSE) management system as per our HSE management at our construction site.
- 13.2 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 13.3 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to HSE, next payment due to him shall not be released till CONTRACTOR complies with the HSE systems to the full satisfaction of Engineer-in-charge.

14.0 STATUTORY REQUIREMENTS

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval /inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor.

Bidder has to submit the following documents:-

1. Firm registration, PF and ESI registration certificates, Labour, service tax, PAN details.
2. Last three years IT returns and last three years and Service tax returns
3. Turn over certificate from the auditor
4. Bidder should submit the last One year challans and ECR copies of PF and ESI .
5. Service tax registration must be on manpower services.

15.0 SITE ORGANISATION

The Contractor shall submit the details of organization proposed by him at site of work for the implementation of the works under the Contract, together with bio data of the key personnel. The Contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the work schedule without any additional cost to Owner.

16.0 SITE CLEANING

The CONTRACTOR shall maintain work site from time to time to the satisfaction of the



Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working. The Contractor shall also clean the work site to the satisfaction of Engineer-in-Charge before handing over. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

17.0 ISPRL

Where ever ISPRL is stipulated, it shall be construed as ISPRL's authorized representative for this work.

18.0 ROYALTY

The quoted rates/price shall be inclusive of all royalties, if any, which the Contractor may have to pay to the statutory bodies/Govt.

19.0 SCHEDULE OF RATES

The Schedule or Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any other Document forming a part of this Contract. The quantities shown against the various items are only approximate and subject to any variations as per the stipulation made in General Conditions of Contract.

The Owner reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates from the similar items already available in Schedule of Rates. All the works item wise, shall be measured upon completion and paid for the contracted rates. In case any activity though specifically not covered in Schedule of Rates, description but the same is covered under Scope of Work / Specification / Drawings etc., no extra claim on this account shall be entertained, since SOR is to be read in conjunction with other documents forming part of the Contract. All items of work in the Schedule of Rates shall be carried out as per the Specification, drawings and instructions of the Engineer-in-Charge and the Rates are inclusive of all materials, consumables, labour, supervision, tools and tackles, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

19.1 The bidder has submit quote separately in sealed cover.

19.2 The profit margin in or percentages will be calculated in terms of money figures and the arrived figure will be treated as vendors "quote" for considering L1.

19.3 in case two vendors quotes the same value as per clause 19.1 & 19.2 . the L1 will be considered for the vendor , who is having bright credentials like higher turnover and track record.



APPENDIX-I

1. SCOPE OF WORK:

The job specification covers maintenance of safety and security systems of the ISPRL , described below has be maintained well and mandatory(as per NFPA -72 /OISD standards) testing's to be done and required certifications to be submitted quarterly to ISPRL.

- 1.1 Fire alarm Panel (supplied by new fire engrs ,OEM is Siemens)-----**1 set**
- 1.2 Repeater panel (supplied by new fire engrs ,OEM is Siemens) -----**2 set**
- 1.3 Multi Criteria smoke detectors (supplied by new fire engrs ,OEM is Siemens) -----**154 Nos**
- 1.4 Photo electric smoke detectors (supplied by new fire engrs ,OEM is Siemens) -----**105 Nos**
- 1.5 Heat detector (supplied by new fire engrs ,OEM is Siemens) -----**08 Nos**
- 1.6 Monitor modules (supplied by new fire engrs ,OEM is Siemens)-----**30 Nos**
- 1.7 Control modules (supplied by new fire engrs ,OEM is Siemens) -----**16 Nos**
- 1.8 Manual call points (supplied by new fire engrs)-----**35 Nos**
- 1.9 **Two** numbers metal detectors (supplied by Godrej) located one at entrance gate other at plant gate for security check.
- 1.10 **One** baggage scanner (supplied by Godrej) is located at entrance of security gate for safety and security purposes.
- 1.11 Total **11 numbers** CCTV cameras (OEM is NELCO) and connected equipment installed different critical and safety locations.
- 1.12 Total **25 numbers** hydro carbon gas detectors (OEM is Dragger) installed and percentage levels of gas limits are showing at console room DC
- 1.13 **One** Tire ripper/buster (OEM is QUICKO, supplied by Aditya impax) is located at entrance of security gate for safety and security purposes.
- 1.14 **Three** Punching machines system (supplied by Godrej) maintenance required for Un- authorized entry prohibition.
- 1.15 **One** aragonite (Inert) gas system (supplied by new fire engrs) connected to DCS control room, which is interfacing with main Fire alarm panel (DGFAP).

For more details in make and model and other details, you can visit our location to have proper understanding on their maintenance before participation in bidding. There should not be any dispute regarding the make and model for providing the services once the work is awarded through tendering process.

2. JOB SCOPE AND SCHEDULES:

- 2.1 Bidder shall start within 30 (thirty) days after the placement of LOI or as advised by ISPRL
- 2.2 Bidder to ensure the rectification of any safety and security equipment's immediately without hampering the plant operation and has to attend for all break downs / emergency calls with 24 hrs.
- 2.3 Bidder has to check and rectify all the equipment in first visit
- 2.4 Bidder to provide spares requirement with justifications and clear specifications /details to ISPRL for placing spares order.
- 2.5 Bidder has to plan the testing of equipment in a scheduled manner and quarterly schedules to be submitted to ISPRL for effective coordination, before first visit.
- 2.6 Bidder has to submit quarterly reports to ISPRL nominated officer and wetted by him as MOM.



- 2.7 Repair/rectification jobs has to be carried out at site only, the necessary required calibration gases/chemicals, calibration tools and test equipment should available with bidder at site.
- 2.8 Bidder has to conduct performance check of the above said equipment during self-test. Nevertheless it is necessary to check the devises on site at regular intervals.
- 2.9 Bidder has to maintain the DGFAP workstations, CCTV workstations connected PLC systems software and its license key in secure and activated condition.
- 2.10 Bidder has to ensure Avoiding nuisance alarms and trips generated in workstations during checking of equipment's under maintance work.

- 2.11 During maintenance of equipment only unhealthy equipment's shall be isolated from healthy sections for smooth operation of plant and equipment.

3. EXCLUSIONS:

ISPRL shall supply the following:

- 3.1 Instrumentation Spares : Spares of related equipment's..
- 3.2 In case of extreme work exigency & ISPRL is not able to supply Spares (as specified in ISPRL Scope) in time and plant safety /performance is being effected, then Vendor to give estimation to ISPRL in written for facilitation of procurement, if the spares cost is less than one lakh , up on approval from managing committee Contractor has to procure the spares.
- 3.3 Drawings, documents and O&M manuals of plant and all the equipment's.

4. PENALTIES:

The penalties for nonperformance will be as follows:

- 4.1 Damage due to poor workmen ship/Maintained/improper handling during the scheduled servicing/non standard used of tools/spares by the service engineer engaged by the vendor for maintenance at ISPRL, if any equipment damaged, the cost of damaged equipment will be recovered.
- 4.2 ISPRL Plant in charges decision on the applicability of the penalty will be final and binding on the bidder.

5. OTHER TERMS:

- 5.1 Lead time of max 30 days shall be given to the agency for deployment of manpower to the site after the award of the contract.
- 5.2 The agency shall undertake the assignment and stand guarantee to the up-time, work schedule etc
- 5.3 Only trained and skilled staff shall be deployed for the work.



- 5.4 The workers shall maintain discipline and conform to the ISPRL safety procedures and policies / regulations.
- 5.5 The statutory obligations in respect of the staff engaged by the agency shall be covered under ESIC, PF etc.
- 5.6 The staff will carry properly identity cards and shall be dressed in uniform arranged by the Contractor.
- 5.7 Monthly bills shall be submitted regularly for each month. Payment shall be made to the agency as per Payment terms and conditions of the contract.
- 5.8 Staff / Workers employed shall be above 18 years old.
- 5.9 The agency shall take utmost care while working and ensure no damage to any company property is made.
- 5.10 No food items / lunch / breakfast / snacks etc. shall be taken inside the buildings.
- 5.11 All the labor employees employed should be covered under the provision of all statutory acts like ESI, EPF and Minimum Wages etc.
- 5.12 All manpower should be provided with Uniform, ID Card, Safety Shoes and Blue Colour Helmets
- 5.13 The jobs shall be carried out to the satisfaction of concerned job engineer. In case of poor performance in terms of inadequate resource mobilization on a particular day or due to poor quality job, the amount payable for that particular day will be calculated on pro-rata basis and deducted from agency's monthly bill as penalty. ISPRL's decision in this regard is final and binding on agency.

6.0 SAFETY REQUIREMENTS FOR CONTRACTORS

- 6.1 The agency shall make their own arrangement for the security / safety of the materials.
- 6.2 PPE should conform to the standard specifications.
- 6.3 Maintain Attendance Record while attending the job at our premises
- 6.4 Ensure all contract employees are covered under ESI
- 6.5 Ensure all contract employees are medically fit
- 6.6 Ensure all contract employees are more than 18 years and less than 58 years of age
- 6.7 Ensure all contract employees do not work for more than 16 hours / day
- 6.8 Ensure all contract employees wear badges and have individual gate pass
- 6.9 In case of fire siren, ensure all works are stopped and all workmen assemble at designated place.
- 6.10 Always wear safety equipment such as safety shoes, double harness fully body safety belts etc.
- 6.11 In case of accidents, only First Aid will be available for contract personnel. Contractor should arrange subsequent medical treatment at his own expense.

All the above shall be read in conjunction with General Conditions of Contract. In case of any contradiction the above shall prevail to that extent only.

7.0 GENERAL



Maintenance of all safety and security systems of ISPRL including safety interlocks and software and hardware related issues, interfacing with other systems like HVAC, P&V and inert gas systems to be checked during regular intervals.

- 7.1.1 Bidder will have to follow ISPRL safety rules and regulations.
- 7.1.2 The Personnel Protective Equipment's for the personnel deployed at site will have to be provided by the bidder.
- 7.1.3 Food arrangement and transportation for the personnel deployed by him is in the Scope of Contractor.
- 7.1.4 The spares given for the purpose of assembly of equipment are to have a definite life period during operations. Any failure identified immediately after replacement of spares due to bad workmanship shall be made good by the contractor at his own cost.
- 7.1.5 Bidder to ensure availability and accuracy of all the instruments throughout the contract period. Necessary preventive maintenance to achieve the same is to be carried out by Contractor.
- 7.1.6 Bidder to ensure the rectification of any instrument related problem immediately without hampering plant operation. Repair/ rectification jobs of instrumentation to be carried out at site only, necessary tools/ tackles and test equipment's should be available with Contractor at site.
- 7.1.7 Bidder to maintain all the analyzers in working condition. Bidders to ensure that calibration of all analyzers are carried out at intervals as per manufacturer's recommendation. Supply and preparation of required chemicals/ reagents for normal operation and calibration of the analyzers shall be in scope of Contractor. Contractor to take all necessary steps and preventive maintenance jobs so that all the analyzers are always in line and displaying/ transmitting correct reading with accuracy as per analyzers manufacturer's manuals.
- 7.1.8 If any support is required from instrument/ control system manufacturer, Bidder shall arrange the same. The total responsibility of instrumentation maintenance and operation is in the scope of Bidder.
- 7.1.9 Bidder to identify the root cause and liquidate problems of repetitive nature.
- 7.1.10 Bidder has to maintain the DCS / PLC software and its license keys in secure & activated conditions.
- 7.1.11 Bidder has to carryout Testing of all Trips/interlocks with simulation as per standard schedules.