

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
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Ministry of Petroleum & Natural Gas
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TENDER NO: ISPRL/HQ/O&M/T/05/10-2017

**BIDDING DOCUMENT FOR OPERATION & MAINTAINENCE
SERVICES**

AT

**INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
(ISPRL), PADUR, KARNATAKA-574106**

INDEX

NAME OF WORK: OPERATIONS & MAINTAINENCE SERVICES AT
INDIAN STRATEGIC PETROLEUM RESERVES
LIMITED (ISPRL), PADUR, KARNATAKA-574106

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**NOTICE INVITING BID FOR OPERATIONS & MAINTAINENCE SERVICES AT
ISPRL - PADUR**

PO: Padur, Via Kaup, Dist. Udupi-574106, Karnataka

1.0 ISPRL DETAILS

Indian Strategic Petroleum Reserves Limited (ISPRL) is a Special Purpose Vehicle created by Government of India for building and operating the Strategic Petroleum Reserves of India. ISPRL is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas.

Under Phase – I of the Strategic Petroleum Reserves, ISPRL has constructed unlined Underground Rock Caverns along with associated facilities for storage of 5.33 MMT of crude oil at three locations viz. Visakhapatnam (1.33 MMT), Mangalore (1.50 MMT) and Padur (2.50 MMT).

ISPRL proposes to avail services from qualified contractors for the operation & maintenance services for its Strategic Crude Oil Storage at **ISPRL-PADUR** PO: Padur, Via Kaup, Dist. Udupi-574106, Karnataka.

2.0 BRIEF SCOPE OF WORK

Scope of work shall include carrying out Operation and Maintenance at Strategic Crude Oil Storage Facilities at ISPRL Padur, Udupi, Karnataka as per details provided in the bid documents.

3.0 PREQUALIFICATION CRITERIA- TECHNICAL

The bidder should have independently executed operations & maintenance contract of storage units in any Refinery/ Gas processing plants/ unlined storage caverns for at least 2 years during the last seven years starting from 1st Oct 2010 onwards.

4.0 PREQUALIFICATION CRITERIA- FINANCIAL

A. Bidder shall have successfully carried out similar work of operations & maintenance in any Refinery/ Gas processing plants/ unlined storage caverns during the last 7 years (From 01-Oct-2010 to 01-Oct-2017) and should be able to meet any one of the following requirements:

- I. Three similar completed works each costing not less than INR 60 lacs **OR**
- II. Two similar completed works each costing not less than INR 80 lacs **OR**

III. One similar completed work costing not less than INR 100 lacs

B. The average Annual Financial Turnover during the last 3 years, ending 31st March, 2017 of the previous financial year, should be at least INR 2,00,00,000/- (Rupees Two Crores only).

5.0 DOCUMENT REQUIREMENTS

- a) A bidder has to submit Technical bid & Financial bid separately in a sealed envelope.
- b) Bidders have to submit proof of documents in respect to both technical & financial prequalification criteria in the envelope containing Technical bid otherwise their bids will be summarily rejected.
- c) Bidder has to submit the following documents along with prequalification documents as above
 - I. Firm registration, PF/ ESI registration certificates, GST & PAN details.
 - II. Last three years IT returns & last three years service tax returns
 - III. Turn over certificate for the last three years from the auditor
 - IV. One year challans & ECR copies of PF /ESI.
- d) If a bidder is technically qualified then only his price bid will be opened. Bidder who fails to submit their technical bid will be summarily rejected.

5.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:

- I. 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 security shall be considered as non-responsive and such bids shall be summarily rejected.
- II. The Demand Draft shall be drawn in favour of **Indian Strategic Petroleum Reserves Limited payable at New Delhi** from any Indian Scheduled Bank (except Cooperative Bank)

6.0 TIME PERIOD

The time period for Operation & Maintenance services shall be 3 Months from date of acceptance of LOI which may be further extended by a period of 3 months as per the same terms and conditions.

7.0 SALIENT FEATURES ARE AS FOLLOWS

- a) Tender Doc No: **ISPRL/HQ/O&M/T/05/10-2017**
- b) Last Date and time of submission of Bids: **09.11.2017 (9th of November 2017) , TIME : 13.00 HRS**

Tenders are required to be dropped in the Tender Box provided at the Office of Indian Strategic Petroleum Reserves Ltd,

8.0 GENERAL

- I. Bids not submitted within due date and time shall be rejected.
- II. 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.
- III. 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.
- IV. Bidder submitting their bid should not be under liquidation, court receiver ship or similar proceedings.
- V. Bidder shall not be on Holiday/ Negative List of ISPRL/OMC such as IOCL/HPCL/BPCL. Price bids shall not be opened of such bidder who is in Holiday/Negative List.
- VI. Consortium/Joint bids shall not be accepted.
- VII. Fax/e-mail bids shall not be accepted.
- VIII. ISPRL reserve the right to reject any or all bids without assigning any reason.
- IX. Contact Details:

Chief Manager (Tech.), ISPRL, Noida

Telephone– +91-120-2574666

[E-mail–suneel.kumar@isprlindia.com](mailto:suneel.kumar@isprlindia.com)

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to avail the services for Operation and maintenance services for their Strategic crude Oil Storage Facilities at Padur, Karnataka.

2.0 COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings and site visit) shall be to Bidder's account and ISPRL 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

- i. 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.
- ii. 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 here of 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.
- iii. Bidder may contact Chief Manager (Tech), ISPRL Noida or Site In-Charge ISPRL Padur for the purpose of necessary site information or forward their queries to suneel.kumar@isprlindia.com

4.0 BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT BIDDING DOCUMENT

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 in the Bidding Document and ensure that the information provided is clearly understood. Bidding documents once issued are non-transferable in any other name.

4.1 CLARIFICATION OF BIDDING DOCUMENT

- a. 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). Such clarification requests shall be directed to the address given in LIB. ISPRL shall not be responsible for any postal /courier/Mail delay in receiving the clarification requests.
- b. 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.
- c. 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.
- d. 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

4.2 AMENDMENT OF BIDDING DOCUMENT

- a. ISPRL may, for any reason whether at its 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 of his acceptance.
- b. For Addendum issued during the bidding period, Bidder shall consider the impact of such addendum 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.

5.0 CONFIDENTIALITY OF BIDDING DOCUMENT

Bidders shall treat the bidding documents and contents there in 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 ISPRL.

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.

6.0 LANGUAGE OF BID

The Bid and all correspondence 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

7.0 COMPLIANCE TO BID REQUIREMENT

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

8.0 BID PRICES

- i. 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 which could be reasonably implied/ inferred from the contents of the Bidding Document then the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- ii. The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work ,Scope of Supply, Technical Specifications and other contents of Bidding Document
- iii. 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.
- iv. Bidder shall quote/fill the rate in rupees in round figure (without any figure in decimal i.e. paisa).
- v. Alternative bids will not be considered.

9.0 BID VALIDITY

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 vary the Bid given or any term thereof without written consent of ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the EMD of the bidder shall be forfeited and the bid shall be rejected.

Such Bidder also may be put on Holiday/Negative List. ISPRL may seek extension of the validity period 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

10.0 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- i. 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.
- ii. 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.
- iii. The EMD amount may be forfeited if a Bidder withdraws its bid during the period of Bid Validity or does any breach of tendering terms and conditions; or if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by ISPRL in writing.

11.0 MULTIPLE/ ALTERNATIVE BID

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

12.0 FORMAT AND SIGNING OF BID

- i. All pages of the bid documents 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.
- ii. 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 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.

13.0 SEALING AND MARKING OF BID

As per the tendering procedure to be followed

14.0 DATE, TIME & PLACE OF SUBMISSION

Bid must be submitted within due-date & time mentioned in the NIT/LIB or any extension duly notified in writing by ISPRL. Any bid received by ISPRL after the deadline for submission of bids will be declared "**Late**" and shall be rejected.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission, provided that the modification or withdrawal is received prior to the due-date/time prescribed for submission of bids.

16.0 OPENING OF PRICE BID

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

17.0 EVALUATION OF PRICE BIDS

- I. Bidder must meet the qualification requirements as specified in NIB.
- I. 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
- II. The rates quoted by the Bidder shall be checked for arithmetic correction, if any.

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

18.0 UNSOLICITED POST TENDER MODIFICATION

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.

19.0 CONTACTING ISPRL

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.

20.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

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 there by 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 ISPRL action.

21.0 NOTIFICATION OF AWARD

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

22.0 CONTRACT AGREEMENT

The Contract document shall consist of the following:

- Original Bidding Document including any amendments issued.
- Detailed Letter of Acceptance.

GENERAL CONDITIONS OF CONTRACT

1 PRELIMINARY

It is the clear understanding between Indian Strategic Petroleum Reserves Limited and the bidder that in case the bid of bidder is accepted by Indian Strategic Petroleum Reserves Limited and intimation to that effect is so issued, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern both the parties' interest.

2. INTERPRETATION OF CONTRACT DOCUMENTS:

All documents forming part of the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the same shall be brought to the notice of ISPRL before submitting the Bid otherwise the decision of Head Technical / Dy. CEO –ISPRL-Noida shall be the final and the contractor shall abide by the decision.

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

The scope of work documents / technical specifications shall be read in conjunction with General Terms and Conditions of Contract and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts or volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding the same shall be referred to decision of the Chief Manager (Technical) and his decision shall be final.

4. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

- I. The term "**Agreement**" wherever appearing in this document shall be read as "Contract".
- II. The "**Authority**" for the purpose of this Contract shall be the **CEO& MD, ISPRL** or any other person so appointed or authorized.

- III. The "**CEO& MD**" shall mean the Chief Executive Officer & Managing Director of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED or any person so appointed, nominated or designated and holding the office of Chief Executive Officer& Managing Director.
- IV. The "**Contract**" between ISPRL and Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the letter of acceptance issued by ISPRL.
- V. "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by ISPRL and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- VI. The "**Documents**" shall include Bid documents submitted by the CONTRACTOR,
- VII. The "**SERVICES**" shall mean the operation and maintenance services described in this tender document.
- VIII. "**ISPRL**" means the **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED** incorporated in India having its registered office at **OIDB Bhawan, 3rd Floor Plot No.2, Sector – 73, NOIDA-20130, India.**
- IX. The "Chief Manager" shall mean the Chief Manager (**Technical**) of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED.
- X. The "**Tender**" means the document submitted by a person or authority for carrying out the work and the Bidder means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- XI. The "**Work**" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

- i. The bidder shall be deemed to have fully satisfied on the correctness and sufficiency of information provided in this bid document for prices quoted in the schedule of rates.

- ii. The Rates quoted by the Bidder shall include costs and expenses of Man power supply for Operation & Maintenance services including transportation, housing, statutory expenses for manpower supply, insurance and medical facilities.
- iii. In case the bidder revokes or cancels the tender or varies any of terms of the bid without the Consent of ISPRL in writing, the Bidder forfeits the right to the refund the Earnest Money paid along with the bid.
- iv. The Contractor shall not carry on any work other than the work under this Contract within ISPRL's premises without prior permission in writing from ISPRL.
- v. The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area.
- vi. Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of ISPRL obtained in writing.
- vii. The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Bidder in the Schedule of rates. The total tendered amount should also be indicated both in figures and words with the signature of bidder. If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied:
 - a. When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.
 - b. When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct.
 - c. When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- viii. All corrections and alterations in the entries of tender paper will be signed in full by the bidder with date. No erasures or over writings are permissible.
- ix. The Tender submitted by a bidder if found to be incomplete in any or all manner is liable to be rejected. The decision of ISPRL in this regard is final and binding.

4. **SECURITY DEPOSIT:**

The bidder, with whom the contract is decided, will have to make a security deposit of Ten percent (10%) of the total contract value in the form of Bank Guarantee (BG)

towards the Security Deposit. Such BG shall be valid up to a period of 3 months beyond the expiry of Contract Period.

Security Deposit would also be accepted by way deduction of Security amount of 10% from each Running bills however in such cases an amount equivalent to 2.5% of the contract value shall be deposited as a security deposit before commencement of work.

5. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

5.1 EMPLOYMENT LIABILITY BY THE CONTRACTOR

- i. The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- ii. ISPRL has no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify ISPRL against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular payment of wages and on any complaint by any employee of the Contractor or his subcontractor regarding non-payment of wages, salaries or other dues, ISPRL reserves the right to make payments directly to such employees or subcontractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.
- iii. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by ISPRL but by the Contractor and that their present appointment is only in connection with the Operation and Maintenance contract with ISPRL and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with ISPRL either temporarily or/and permanent basis.

5.2 NOTICES TO LOCAL BODIES AND STATUTORY APPROVALS

The contractor shall assist for complying with all notices required by government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the Operation and Maintenance works.

5.3 FIRST AID AND INDUSTRIAL INJURIES

- i. Contractor shall maintain first aid facility for his employees and those of his sub-contractors.
- ii. Contractor shall make arrangements for the treatment of all types of injuries happen at site during work. Names and telephone numbers of those providing such services shall be furnished to ISPRL.

5.4 SAFETY CODE & PRACTICE

- i. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work like safety helmet and shoes. Other specific safety appliance according to job equipment will be provided by ISPRL.
- ii. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall assist for all the safety provisions as per relevant Safety Codes of C.P.W.D., Bureau of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and such other Acts as applicable.
- iii. The Contractor shall observe and abide by all fire and safety regulations of ISPRL. Before starting Operation and maintenance work, the Contractor shall consult with ISPRL and make good to the satisfaction of ISPRL.
- iv. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

5.5 INSURANCE

Contractor shall at his own expense obtain and maintain an insurance policy for their staff and workman with a Nationalized Insurance Company to the satisfaction of ISPRL and submit the insurance copy for records.

6.0 PAYMENT OF CONTRACTOR'S BILLS

- i. Payments will be made by ISPRL on pro-rata basis of lump sum price on the basis of billing schedule agreed by both the parties. The billing schedule has to be submitted by the contractor within 15 days from the receipt of DLOA / Letter of Acceptance.
- ii. Payments will be made against Running Accounts bills certified by ISPRL on the basis of billing schedule within 30 days from the date of receipt of the bill.
- iii. The final bill shall be submitted by the Contractor within one year of the date of completion of the work in all respects.
- iv. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of ISPRL.
- v. Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. ISPRL reserves the right to make payment in any alternate mode also.

7.0 BILLING OF WORKS EXECUTED

The Contractor will submit a bill in approved Performa in duplicate to ISPRL of the work giving abstract of quantities and billing schedule quantities executed during the month, before the expiry of the first week of the succeeding month.. The Site-in-Charge shall verify the measurement within 7 days of submission of the Bill by the Contractor.

8.0 STATUTORY LEVIES

- i. The Bid Price is inclusive of all taxes to be paid by ISPRL.
- ii. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- iii. The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- iv. The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income

Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

9.0 PAYMENT OF CLAIMS AND DAMAGES

In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, ISPRL is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, ISPRL will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of ISPRL under the said Act. ISPRL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. ISPRL shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to ISPRL full security for all costs for which ISPRL might become liable in consequence of contesting such claim.

10.0 INSPECTION AND AUDIT OF ISPRL PLANT

This facility is subject to inspection by various Government agencies/other agencies. The contractor shall extend full assistance to all the agencies in the inspection of the Plant.

11.0 CONTRACTOR TO INDEMNIFY ISPRL

The Contractor shall indemnify every officer & employee of ISPRL against all actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against ISPRL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.

The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his subcontractor. Contractor shall indemnify and keep indemnified ISPRL against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

12.0 TERMINATION OF CONTRACT

- i. ISPRL may terminate the contract at any stage of the Operation and Maintenance for reasons recorded in the letter of termination.
- ii. ISPRL may terminate the Contract for any or all of the following reasons that the Contractor
 - a) Has abandoned the work/Contract.
 - b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
 - d) Has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of ISPRL.
 - e) Has stopped attending to work without any prior notice and prior permission for a period of 15 days.
 - f) Has become untraceable.
 - g) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of ISPRL.
 - h) Has been declared insolvent/bankrupt.
- iii. ISPRL on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- iv. The contractor within or at the time fixed by ISPRL shall depute his authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, ISPRL shall take the measurement with their ISPRL or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

- v. When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

13.0 ARBITRATION

- i. All disputes and differences of whatsoever nature, whether existing or which shall at anytime arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Limited (referred to as ISPRL or ISPRL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of ISPRL, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- iii. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- iv. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the

Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. The work under the Contract shall, however, continue during the Arbitration no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- vii. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.
- ix. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- x. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Noida) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Noida) and conducted in English language.
- xi. The Appointing Authority is the CEO& MD of Indian Strategic Petroleum Reserves Limited.

13.0 SECRECY

Neither the Owner nor the O&M Contractor nor their personnel, agents nor any Sub- Contractor shall divulge to any one any information designated in writing as confidential and obtained from the disclosing party during the course of the execution of Works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as

to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the Works or in the event of termination pursuant to the provisions of the Contract, O&M Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the O&M Contractor by or on behalf of the Owner or prepared by the O&M Contractor solely for the purpose of the performance of the Works, including all copies made thereof by the O&M Contractor.

SCOPE OF WORK / TECHNICAL SPECIFICATIONS

1.0 BRIEF SCOPE OF WORK

Contractor shall operate and maintain cavern storage facilities at ISPRL Padur which shall start within 30 (thirty) days after the letter of acceptance or earlier as advised by ISPRL.

2.0 GENERAL

- I. The minimum manpower to be considered for the O&M shall be as per the proposed organization chart attached. Contractor will provide the organization chart for O&M under Plant manager. The contractor would also provide CV's of all the personnel who are intended to be deployed/involved in operation of this plant.
- II. ISPRL shall review the experience profile or conduct a personal interaction with operation and maintenance personnel intended to be engaged & accord approval to the personnel before mobilization at site.
- III. All material will be supplied by ISPRL for operation and maintenance like spares, Lubricants, chemicals and consumables however the contractor will assist during procurement process and facilitate in ordering of materials.
- IV. Contractor shall keep adequate number of experienced operation and maintenance personnel to cover round the clock operation and maintenance.
- V. If the performance of any personnel profile is not found suitable after the mobilization at site then contractor will have to substitute within 15 Days from the date of receipt of the notice in writing.
- VI. Bidder shall maintain all necessary documentation and records such as time sheet, log sheets, process parameter charts, inventory registers, equipment history, power consumption, laboratory test reports, shift/daily/weekly/monthly performance test reports, chemical and reagents consumption reports, maintenance activities reports etc. These documents if required shall be developed in consultation with ISPRL. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance. The resources for reporting purpose shall be provided by ISPRL

- VII. Contractor shall maintain inventory/consumption of all chemicals (supplied by ISPRL), spares and consumables in soft and hard format.
- VIII. Contractor will have to follow ISPRL safety rules and regulations.
- IX. The Personnel Protective Equipment's like helmet and shoes for the personnel deployed at site will have to be provided by the Contractor. The special Job specific PPE shall be provided by ISPRL, for example Breathing Apparatus Set, Portable gas detector etc..
- X. Food arrangement and transportation for the personnel deployed by Contractor is in the Scope of Contractor.
- XI. The health / insurance for the personnel deployed by bidder are in the Scope of Contractor.
- XII. Bidder shall submit daily and consolidated monthly report covering plant operation, chemical consumption, maintenance/ electrical/ instrumentation activities carried out during the day/ month etc.
- XIII. The contractor has to follow the labor laws of the govt. and the min. wages ACT. Monthly wage register copy to be submitted ISPRL management for their records.

3.0 PLANT OPERATION

The scope of work includes all activities required to maintain the facility in good operating condition which also includes (but not limited to) the following:

- I. ETP operations as per operating procedures.
- II. N2/ flare operations as per operating procedures.
- III. Drinking water/ service water operations.
- IV. All mechanical, electrical, instrument equipment systems O&M as per standards.
- V. The bidder shall assist in Unloading/handling of chemicals, consumables and spares however the necessary Unloading/ handling equipments and manpower shall be provided by ISPRL.
- VI. Sample collection for laboratory. The cost of sending & testing shall be borne by ISPRL
- VII. The contractor shall report all significant operation, maintenance, design and equipment deficiencies and abnormalities in the unit operations to ISPRL .
- VIII. The contractor should conduct checks on F&S systems as per schedules which

are directed by ISPRL.

4.0 MAINTENANCE – MECHANICAL

The scope of work includes all activities required to maintain the facility in good operating condition which also includes (but not limited to) the following:

- I. The bidder shall assist to carry out the breakdown maintenance jobs as and when problems/defects are noticed. This includes replacement of bearings, seals, seal testing etc. Bidder can use the workshop of ISPRL for breakdown maintenance and repair work related to ISPRL. The consumables, tools and tackles & spare parts would be provided by ISPRL.
- II. Bidder shall periodically check and ensure equipment lubrication, adjustments etc.
- III. Bidder shall assist alignment, lubrication, tensioning of all drives and rotating parts as required. The special tools and tackles, spares would be provided by ISPRL.
- IV. Bidder shall assist to carry out dismantling and assembling of equipment items, components and sub- assemblies like pumps, blowers, fans, centrifuges, motors, agitators, drive heads, center, mechanism, gearboxes and heat exchangers as required
- V. If any support is required from OEM of any equipment, the bidder will coordinate with OEM representative for the preventive and breakdown maintenance of the equipment's. The cost of OEM shall be borne by ISPRL.

5.0 MAINTENANCE -ELECTRICAL

The scope of work includes all activities required to maintain the facility in good operating condition which also includes (but not limited to) the following:

- I. LT and HT Motors: The bidder shall assist in cleaning of the stator body; fan, replacement of bearing etc. tighten the foundation and coupling bolts, Check IR value of windings. Lubricate with grease the bearing at both ends. Tighten the termination at cable termination box. The special tools and tackles, spares etc. would be provided by ISPRL.
- II. Cable: The bidder shall assist in check and tighten the end termination. Check IR value and continuity. Replacement of damaged lugs as and when required. The special tools and tackles, spares etc.. would be provided by ISPRL

- III. Switchgear Panels and VFD: The bidder shall assist in regular cleaning of interior and exterior of all the switchgear outgoing panels, VFD panels, lighting panels with vacuum cleaner, blower and cleaning cloth and check tightness of power and control cables at terminals. The special tools and tackles, spares etc.. and support manpower would be provided by ISPRL
- IV. Operation (**Energization /De-Energization**) all the switchgear outgoing panels at Substation shall be done by the contractor as per requirement and records shall be maintained accordingly. Troubleshooting and rectification of power and control circuit faults in MCC, PCC, VSD panels, field equipment and lighting circuits shall be assisted by the contractor. The special tools and tackles, spares etc.. would be provided by ISPRL
- V. Lighting: Regular checking of control room, rack room lighting fixtures and replacement of defective lamps and accessories, rectification of circuit Faults as and when required. The special tools and tackles, spares etc.. would be provided by ISPRL.
- VI. Electrical isolation: The bidder shall assist in isolation/ energization of all outgoing feeders from PMCC. .
- VII. Cathodic protection of crude lines and LPG bullet to be monitored monthly on and reported. All deviations to be highlighted.
- VIII. If any support is required from OEM of any equipment, the bidder will coordinate with OEM representative for the preventive and breakdown maintenance of the equipment's. The cost of OEM shall be borne by ISPRL

6.0 MAINTENANCE-INSTRUMENTATION

The scope of work includes all activities required to maintain the facility in good operating condition which also includes (but not limited to) the following:

- I. Instrument Control Panel: Check for the tightness of terminals, cable end & earthing terminations. Check fuses, indicating lamps switches, PBS. Check the alarm and annunciator for its proper functioning. The special tools and tackles, spares etc would be provided by ISPRL
- II. Panel Instruments: Check the terminals of connectors. Check the function of instruments for zero/span valves. Replace the fused bulbs, Push buttons, recorder charts, calibrate the instruments. The special tools and tackles, spares etc.. would be provided by ISPRL.

- III. Field Instruments: Check the tightness of terminals, cable and termination and earthing studs.
- IV. Bidder shall assist to maintain all Control Room and field instruments (including Control and On-off valves). If any malfunction is observed then the same shall be reported to ISPRL.
- V. Bidder shall assist 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. The cost of calibration shall be borne by ISPRL.
- VI. Bidder shall assist in operating of DCS / PLC software.
- VII. Bidder has to carryout Testing of all Trips/interlocks as per standard schedules
- VIII. If any support is required from OEM of any equipment, the bidder will coordinate with OEM representative for the preventive and breakdown maintenance of the equipment's. The cost of OEM shall be borne by ISPRL

7.0 OPERATION AND MAINTAINENCE OF FIRE TENDERS & AQMS VECHILE

The scope of work includes all works to keep the fire & AQMS vehicle in good operating condition which also includes (but not limited to) the following:

- i. Periodic operation & checks of Fire tenders as per statutory requirements
- ii. Periodic operation of AQMS vehicle
- iii. Coordination for periodic / breakdown /preventive maintenance of fire tenders & AQMS vehicle. The cost for arranging the maintenance agency shall however be borne by ISPRL
- iv. Contractor shall maintain inventory/consumption of all chemicals & reagents required for maintaining adequate stock for fire fighting. The contractor shall also assist ISPRL in procurement of chemicals & reagents

8.0 ISPRL SCOPE OF SUPPLY

ISPRL shall supply the following the materials and consumables required for O&M of the facility; the scope of supply includes the following:

- I. Chemicals: All chemicals (Boiler chemicals + ETP chemicals + foam), DCS aragonite gas, DCP extinguishers, N2 extinguishers and utilities (LPG, diesel fuel, liquid nitrogen) as required for the operations.
- II. Mechanical Spares: Filter cartridges, Basket strainers, bearings, mechanical

seals, diaphragm, NRV, Valves, oil seals and strainers of dosing pumps.

- III. Electrical Spares: Bearings of all motors, cable jointing kits as and when required, spares of VFD, numeric relays, contactors, bimetal relays, Air Circuit breakers, SFU and transformers, light fittings, lamps and accessories.
- IV. Instrumentation Spares : Spares of PLC, DCS, Pressure, flow, temperature, level transmitters, interposing relays, RTD, Level, pressure, temperature switches, SDVs, control valves.
- V. 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.
- VI. Furnished office space, laboratory space, dispensary space and stores with intercom facility
- VII. Water supply to plant/offices/ canteen.
- VIII. Required emergency/ first aid medicines / Consumables in Dispensary.
- IX. Power at the MCC, water to plant process
- X. Insurance of all the facilities.
- XI. Drawings, documents and O&M manuals of plant and all the equipment's.
- XII. Tools and tackles
- XIII. OEM for specialized jobs
- XIV. Loading and Unloading equipments

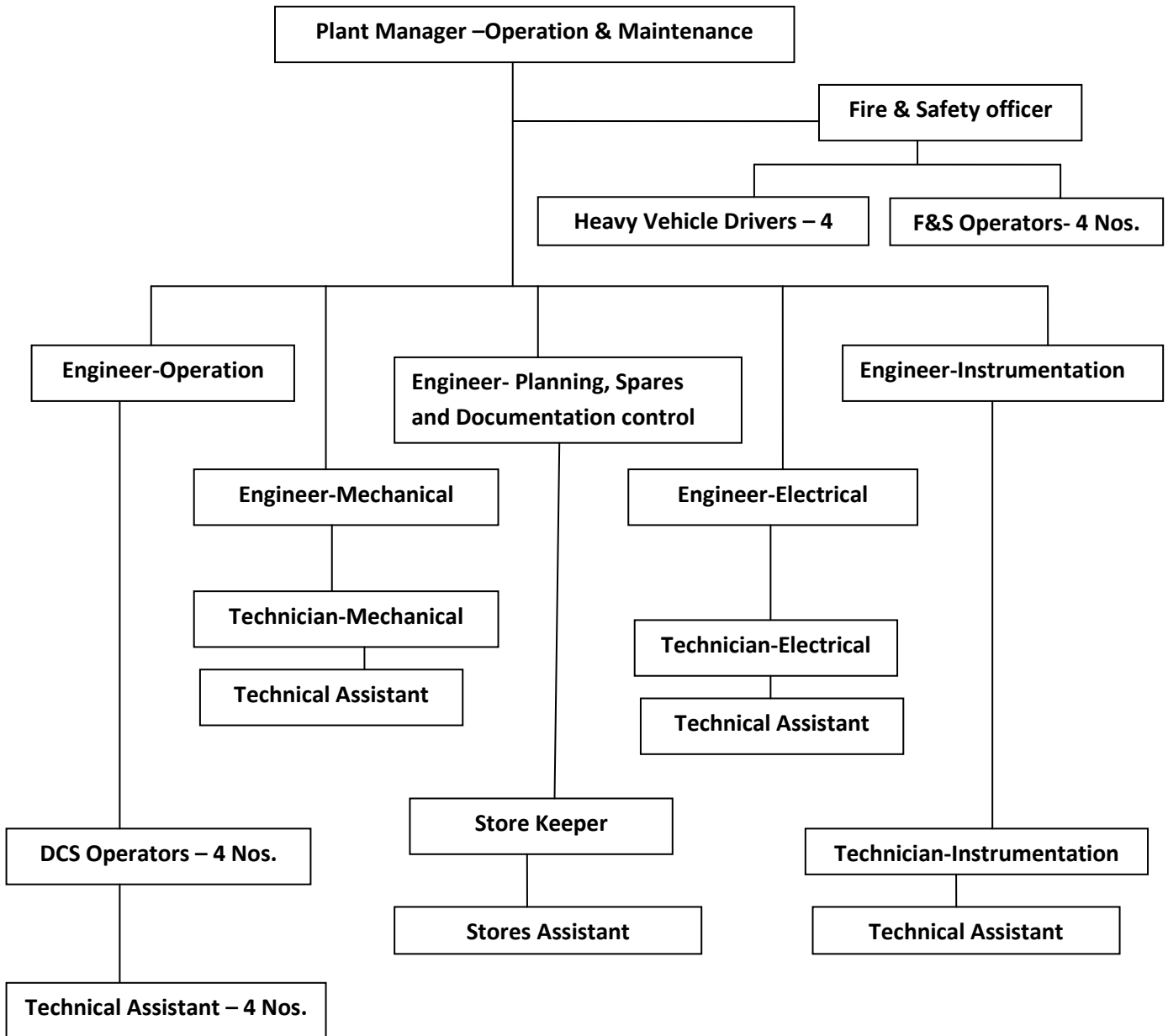
9.0 SITE ORGANISATION

The Contractor shall submit an **Organization chart** for implementation of operation and maintenance work along with bio data of all the personnel to be deployed at site. The **Organization chart to be submitted by the Contactor should have the minimum manpower** deployment as per the proposed organization chart attached below however it may kindly be noted that:

- i. Contractor has to arrange the minimum manpower required for operation and maintenance of the facility to ensure shift coverage on all days on 24 x7 basis. The coverage should ensure that a person will not work more than 16 hrs in a day
- ii. The Contractor if required may have augment or increase manpower required for smooth Operation & Maintenance at no extra cost to ISPRL. The contractor

without prejudice to his overall responsibility shall execute and complete the work without any additional cost to Owner.

Proposed Organization Chart



10.0 QUALIFICATION/ EXPERIENCE REQUIREMENT OF MANPOWER

The following are tentative qualification and experience requirement of the manpower required to be deployed at site for operation and maintenance of the facility

Sr. No.	Description	Qualification / Experience required
1	Plant Manager - Operation & Maintenance	Degree in Engineering with a minimum of 12-15 years of relevant experience
2	Engineer – Planning , Spares and documentation	Degree /Diploma in Engineering. with a minimum of 10-12 years of relevant experience
3	Store Keeper	Graduate with a minimum of 3-5 years of relevant experience
4	Safety Officer	Degree /Diploma course in Fire & safety with minimum of 5-7 years of relevant experience
5	Engineer-Operation	Degree in Engineering with a minimum of 5years or diploma with 8 years of relevant experience
6	Engineer-Mechanical	Degree in Engineering with a minimum of 5years or diploma with 8 years of relevant experience
7	Engineer - Instrumentation	Degree in Engineering with a minimum of 5years or diploma with 8 years of relevant experience
8	Engineer - Electrical	Degree in Engineering with a minimum of 5years or diploma with 8 years of relevant experience
9	DCS Operator	Diploma /Graduate with a minimum of 5-6 years of relevant experience
10	Instrument Technician	Diploma /Graduate /ITI with a minimum of 5-6 years of relevant experience
11	Electrical Technician	Diploma /Graduate /ITI with a minimum of 5-6 years of relevant experience
12	Mechanical Technician	Diploma /Graduate /ITI with a minimum of 5-6 years of relevant experience
13	Heavy Vehicle Drivers	Physically fit drivers who have previously worked in operation of Fire tenders or associated equipments
14	Fire & Safety Operator	Degree /Diploma course in Fire & safety with minimum of 3-5 years of relevant experience
15	Technical Assistant & Store assistant	3-5 years of relevant experience

The following are some of important points which are to be noted:

- i. Final selection & acceptance of manpower for the contract shall be decided by ISPRL.
- ii. The leave coverage to be planned well in advance for the General shift persons and replacements to be done with proper trainings / prior familiarizations
- iii. All contract employees are to be deployed after F&S safety training and security formalities.

11.0 OTHER TERMS

- i. The agency shall undertake the assignment and stand guaranteed against up-time & work schedule requirements.
- ii. Staff / Workers employed shall be above 18 years old.
- iii. The agency shall take utmost care while working and ensure that no damage occurs to any property of ISPRL.
- iv. No food items / lunch / breakfast / snacks etc shall be allowed inside the control room building.
- v. All the labour employees employed should be covered under the provision of all statutory acts like ESI, EPF and Minimum Wages etc.
- vi. All manpower should have ID card, Safety Shoes, Uniform and Helmets. The staff will carry properly identity cards arranged by the Contractor.

12.0 PENALTIES:

Non-availability (Per day / per person) of required manpower without prior sanction of ISPRL or an alternate arrangement would invite a penalty as per the following

- a) INR 5000/- for Plant Manager/ Engineer level positions in the proposed organogram
- b) INR 3000/- for all other positions as listed in the proposed organogram
- c) In case alternate arrangements are made by the O&M contractor with existing team to ensure shift coverage on all days (on 24 x7 basis for shift operating staff & General Shift excluding off days for Managerial/Engineering Staff) with prior consent of ISPRL then no penalty shall be levied.
- d) Mobilized personnel shall not be demobilized without the consent of ISPRL else penalties as above shall be applied.
- e) Total of above penalties shall not exceed 5% of the Monthly charges for O&M.

SCHEDULE OF RATE

Sr. No.	Description	Unit Rate (Each/ Month)	Total for 3 month
1	Lump-sum price for operation and maintenance (inclusive of all activities covered in scope of work)		
2	GST or any other tax		
	Grand Total (1+2)		

a) Total Amount quoted in Figures : _____

b) Total Amount quoted in Words : _____

I have read all the terms and conditions for qualification/experience requirement for operation and maintenance personnel and scope of work requirement mentioned in the bid documents.

Signature and seal of Bidder