



INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

(BIDDING DOCUMENT NO. ISPRL/RDISP/PADUR/2015/1)

(DOMESTIC COMPETITIVE BIDDING)

BIDDING DOCUMENT FOR DISPOSAL OF ROCK DEBRIS FROM PADUR (UDUPI DISTT.)

Cost of Tender Rs.5000/- Only

DISPOSAL OF ROCK DEBRIS AT ISPRL SITES FROM PADUR, UDUPI DISTT OF KARNATAKA

Bidding Document No. : ISPRL/RDISP/PADUR/2015/1

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DOMESTIC NOTICE FOR INVITATION OF BIDS (IFB) FOR SALE OF APPROX 8.85 MILLION METRIC TONNES OF ROCK DEBRIS BEING EXCAVATED BY INDIAN STRATEGIC PETROLEUM RESERVES LIMITED AT PADUR

Indian Strategic Petroleum Reserves Limited (ISPRL) is a wholly owned subsidiary of Oil Industry Development Board under the administrative control of Ministry of Petroleum & Natural Gas, Government of India. ISPRL has constructed large Underground Rock Caverns for storage of crude oil at Mangalore and Padur by excavating approx.10 million metric tonnes of hard rock from these sites.

ISPRL invites sealed bids from suitable agencies who would purchase the rock debris and remove it efficiently and effectively from ISPRL sites on continuous basis for a period of approximately 36 months.

Last Date & Time of Submission of Bids :27.08.2015 at 1400 hrs.
Contact Person & Contact number :Mr. H.P.S. Ahuja, DyCEO, ISPRL
Tel : 0120-2594647
Fax : 0120-2594643
Email : hpsahuja@isprlindia.com

The detailed IFB and Bid Document visit ISPRL's E-Procurement website <https://isprl.eproc.in> from 27th July 2015.

Dy. Chief Executive Officer
Indian Strategic Petroleum Reserves Limited



Indian Strategic Petroleum Reserves Ltd.

(A wholly owned subsidiary of OIDB)
Ministry of Petroleum and Natural Gas, Govt. of India
Plot No. 2, Sector 73 NOIDA, U.P.
Phone : 0120-2594642 Fax : 0120-2594643
Email : isprl@isprlindia.com
Website- www.isprlindia.com

2. REQUEST FOR BIDS (RFB)

E TENDER No. ISPRL/RDISP/PADUR/2015/1

Date: 24.07.2015

(Bidder's Name & Address)	<p>Owner : Indian Strategic Petroleum Reserves Limited</p> <p>Items for Disposal: Rock Debris from near Padur and Heroor Villages in Udupi Distt.</p> <p>Pre Bid Meeting : At 1100 HRS (IST) on 11.08.2015 at Padur site office.</p> <p>Due date for Uploading of Bids : 27.08.2015 (upto 1400 Hrs.IST)</p> <p>Date and Time for Bid Opening: 27.08.2015 (at 1500 Hrs. IST)</p> <p>Venue for Bid Opening: Conference Room, 3rd Floor, OIBD Bhawan, Sector 73, Plot No. 2, NOIDA U.P.</p>
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Gentlemen,

1. Sealed bids are invited for Disposal of Rock Debris at following two locations of ISPRL construction sites as per enclosed price schedule, strictly on "AS IS WHERE IS BASIS" in accordance with this RFB document and its attachments:

1.	SITE A	Near Padur Village in Udupi Distt of Karnataka (work station of Part A contractor for Underground Civil Works for Strategic Storage of Crude Oil project, Padur)
2.	SITE B	Near Padur/ Heroor Village in Udupi distt. of Karnataka (work station of Part B contractor for Underground Civil Works for Strategic Storage of Crude Oil project, Padur).

2. Bids shall be submitted separately IN THREE PARTS IN THE APPROPRIATE ENVELOPES provided on the bidding document on the web-site (Unpriced, Priced and Earnest Money Deposit and Tender Fee.) as under :

PART-I: **UNPRICED PART** complete with all technical and commercial details except prices. Prices to be replaced by the word “Quoted” in the Price Schedule.

PART-II: **PRICED PART WITH FULL PRICE DETAILS.** The price bid shall contain prices only in the prescribed price schedule format without any technical and commercial details. Technical specifications or commercial terms given in unpriced schedule will only be evaluated and the same will be binding on the Bidder. Condition indicated, if any, in the Price Part shall not be taken cognizance of and his bid may be rejected without assigning any reason thereof.

PART-III: The scanned copy of the Demand Draft/Pay Order/ Banker’s Cheque towards **Earnest Money Deposit Rs.5.00 Lac and Cost of Tender Rs.5000/- only** in favour of Indian Strategic Petroleum Reserves Limited payable at New Delhi must be uploaded here while the original Demand Draft/Pay Order/ Banker’s Cheque to be dispatched to our office at NOIDA so as to reach us before opening of bids. **The bids of those bidders whose EMD and Tender Fee is not received before scheduled date and time of opening of bids shall not be opened and shall stand automatically rejected.**

3. Purchase preference to the products and services of Central / State Government / Public Sector Construction and Services Enterprises may be accorded in line with the instructions of the Government from time to time.

4.

- i) Bids should be uploaded on our website <https://ispri.eproc.in> on or before the above bid uploading date and time.
- ii) Any attempt to modify the bid after the bid due date and time is strictly not allowed and will result in rejection of the bid.

5. Bidders / Dealers should submit their bid strictly as per the requirement outlined hereunder :
- a) Quoted Prices will remain firm and fixed (for the calendar years) till removing / lifting the disposed off materials and completion of the job as per the Sale Letter.
 - b) The sale of above items is strictly on "AS IS WHERE IS BASIS". No complaints regarding working / quality / over all quantity and/or any missing data etc. of above items will be entertained by ISPRL.
 - c) **Bidder must quote price per metric tonne of rock debris, for each calendar year (excluding all taxes & duties) for each complete lot in the enclosed price schedule format. The price should be quoted both in figures as well as in words.**
 - d) Bids from only those bidders will be considered in whose name the bidding document have been down loaded.
 - e) Only those bids uploaded along with Tender Fee and EMD as per RFB within bid due date & time will be considered for opening. Cash/Cheque will not be accepted against Tender Fee/EMD. EMD will bear no interest charges. EMD of successful bidder shall be retained as part of security deposit for due performance of the contract.
 - f) EMD shall not be adjusted against sale price. The same shall be returned to the successful bidder within 30 days after successful completion of the contract.
 - g) EMD of unsuccessful bidders shall be returned within 15 days of the issue of the Sale Letter to the successful bidders.
 - h) **Bids will be valid for four months from the bid due date or Extended Due Date, if any.**
6. **All bidders can bid for both the sites if they so wish. However, no bidder will be given/allotted more than one site of rock debris for disposal.**

7. **Pre Bid Meeting :**

Pre Bid Meetings shall be held on the following locations:

Near Site A & Site B - **Padur - Date : 11.08.2015 (1100 hrs)**
Contact Person - Shri G C Rajshekran,
Dy. Manager, ISPRL,
Padur Project Office
PO: Padur, Via Kaup, Udipi District
Karnataka, Pin 574106
Mob –
e-mail – gcraj.isprl@nic.in

Bidders interested to attend the pre bid meeting may contact the above officer. The rock debris to the extent it has been excavated so far, can also be witnessed. The bidders shall not depute more than two representatives for the pre bid meeting and site visits. As proof, the representatives shall carry copy of Notice of IFB.

8. The bids can be viewed by the bidders at the time of opening. For this they will have to visit the site at the scheduled date and time indicated above.
9. ISPRL reserves the right to make any changes in the Terms and Conditions for Rock Debris Disposal and to reject any or all bids in part or complete.
10. ISPRL will not be responsible for cost incurred by the bidder in preparation and submission of bids.
11. Seignorage fee (Royalty), VAT , and all other taxes & duties, as applicable on the rock debris as per prevailing rules, will be paid by the successful bidders, in addition to the quoted purchase price in PRICE PART. The successful bidders will deposit the applicable Taxes/ Duties etc. in advance before taking actual delivery of the material.
12. It will be solely the purchaser's responsibility to ascertain and assess the actual applicability of taxes and duties on the subject item and such taxes and duties shall be borne by the bidder as per prevailing laws. ISPRL will be in no way responsible for any type of error, interpretation or omission by the purchaser in considering such taxes and duties while submitting their bids.
13. All other terms and conditions will be as per enclosed Terms & Conditions for Rock Debris Disposal and Special Instructions to Bidders.

For any queries on the above, bidder can contact: Mr. H.P.S.Ahuja, Dy. CEO,
Indian Strategic Petroleum Reserves Limited, 3rd Floor, OIBB Bhawan, Plot No. 3,
Sector 73, NOIDA – 201301 (U.P.) Phone No. 0120-2594647 Mobile – 09891255959

(H.P.S.Ahuja)

Dy. Chief Executive Officer

3. INTRODUCTION

3.1 Indian Strategic Petroleum Reserves Limited (ISPRL) is a wholly owned subsidiary of Oil Industry Development Board under the administrative control of Ministry of Petroleum & Natural Gas, Government of India. ISPRL is constructing large underground rock caverns at Visakhapatnam, Mangalore and Padur. The construction of the underground caverns involves excavation of hard rock in huge quantities.

3.2. ISPRL has obtained permissions from the State Government of Karnataka for disposal of the rock debris from their Mangalore and Padur sites after payment of the applicable seigniorage fee (royalty) to the State Government of Karnataka. The underground civil works at both sites have already been awarded and works are in progress. **The nature of rock is granitic gneiss.** Based on ISPRL's experience of on-going excavation works at Visakhapatnam, it is expected that the size of rock debris would vary between 20 cm to 100 cm in size. The excavation of rock at Padur site has been stacked at two locations namely A and B (shown in Sketch-1). The following quantities of rock debris of different sizes are expected to be available at the two locations:

SI. No	DESCRIPTION	Location A	Location B	Fragmentation expected
1	Access tunnel/Cross Tunnel/Water Curtain tunnels/Shafts	6.9	5.8	Up to 40 cm
2	Cavern – Headings	9.6	9.9	Up to 75 cm
3	Caverns Benching	31.2	32.3	Up to 100 cm
4	Surface Excavation	1.6	2.6	Up to 75 cm
	TOTAL	49.2	50.7	

The figures are based on an assumption that the rock density is 2.6 tonnes/ Cu M. The total quantity to be disposed is approximately 8.85 million metric tones.

3.3 The rock debris generated are presently stored by the excavation contractors at the ISPRL Padur within ISPRL boundary. However, keeping in view the huge quantities of the rock debris, it is essential that the rock debris is continuously removed from the project sites so that the construction activities are not hampered. ISPRL, therefore,

intends to select suitable competent agencies to continuously remove the rock debris without disturbing the on-going project activities of the above ground contractors.

- 3.4 Based on Visakhapatnam project experience, ISPRL is of the opinion that the uplift requirement of rock debris could be about 10,000 tonnes per day at each of the locations. The parties evacuating the rock debris would need to provide all the equipment necessary for the evacuation and quantity measurement.
- 3.5 Entities submitting the bid may satisfy themselves about the market conditions.

4. SCOPE OF WORK

- 4.1 The buyer has to dispose off the rock debris on “as is where is basis” by lifting the debris available at the sites (indicated in the Clause 2 – Request for Bids’ and shown in Sketch 1 enclosed in the bid document), loading and transporting it to the site of buyer’s choice. In the process, the buyer should ensure his own arrangements of adequate requisite manpower, equipments such as loaders, dumpers, trailers, weighing machine and other tools and machinery. The total quantity of rock debris to be removed from the two sites will be around 8.85 MMT. The details of the rock debris and the quantity rates of availability and removal are discussed in Clause 3.
- 4.2 Seller (ISPRL) will not provide any material test certificate in respect of material disposed off to the successful bidders (buyers). It will be buyer’s responsibility to use/ recycle/crush/dump the material as per the environmental rules and statutory regulations.
- 4.3 The quantities mentioned in the price schedule against each lot are indicative only. Buyer shall not violate any of the rules/ acts of state government / central government as applicable. Buyer shall take all statutory approvals on behalf of ISPRL, wherever required, from the Karnataka State Pollution Control Board / competent authorities of appropriate Government for handling, transportation and transfer (through sale) of the materials. Bidder shall quote for buying the material considering all the pros and cons and statutory conditions.

5. BIDDER'S QUALIFICATION CRITERIA

5.0 Bidder shall meet the following minimum qualification criteria:

5.1 TECHNICAL CRITERIA

5.1.1. In Case of Single Bidder

5.1.1.1 The bidder shall possess experience of having successfully disposed off after August 2011, atleast 75000 metric tonnes of any loose material/mineral in dumpers/ tippers in a month, continuously for at least three months, and transported it for a distance of at least 3 kms.

5.1.1.2. The bidder shall own the following as a minimum:

- a) Loaders (minimum capacity 3 tonnes) - 3 Nos.
- b) Tippers/Dumpers (10 tonnes to 12 tonnes capacity) - 60 Nos.
- c) Dumping sites/crusher sites with a minimum area of 20 acres where the bidder can unload the rock debris from tippers/dumpers. The sites should be within 10 Kms of the ISPRL sites.
- d) An electronic weigh bridge (capacity 50 tonnes) which would be installed on the ISPRL site, by the successful bidder.

Notes:

1. Equipment as per above list are necessarily to be OWNED by the BIDDER. BIDDER has to submit the proof of Ownership (Copy of Invoice Payment/ Insurance Cover/ Registration with Statutory Body) along with the bid. Lease contract document of the equipment are also acceptable. However these are to be supported with the ownership documents of the lessor. The lease should be valid for the complete schedule of the project.
2. Any equipment not OWNED but ordered for purchase, supported with a copy of Purchase Order duly accepted by the vendor shall also be considered as "OWNED", subject to its delivery period being within 3 months from the last date of submission of bid.
3. The equipment shall not be more than 7 years old from the last date of submission of the final bid and shall be in good working condition.
4. Successful bidder may be allowed to deploy the construction equipment either equivalent to or better than the equipment proven as 'OWNED' by the bidder in the

bid, subject to its meeting the deployment schedule of the particular equipment and without affecting the overall project completion schedule.

5. The number and category of equipment given above does not form the total requirement of equipment envisaged for disposal of rock debris.
6. Equipment/Disposal sites owned or on lease by the sub contractors may also be considered as owned by the bidder, provided a proper agreement to that effect is sent in original alongwith the bid.

5.1.2 In Case of Consortium Bid

5.1.2.1 Any one member of the consortium shall meet the criteria indicated at clause 5.1.1.1.

5.1.2.2 Any one or combination of members of the consortium shall meet the criteria indicated in 5.1.1.2.

5.1.2.3 The division of scope of work among the consortium members shall be generally commensurate with their past experience. The leader of the consortium shall be solely responsible for the project management.

5.1.2.4 Total number of consortium members, in a consortium, excluding leader of consortium, shall not exceed two.

5.2 FINANCIAL CRITERIA

5.2.1 In Case of Single Bidder

5.2.1.1 Annual turnover of Bidder shall not be less than Rs. 10 crores as per audited financial results in any one of the three preceeding financial years upto the due date of submission of bids.

5.2.1.2 The net worth of the bidder as per latest audited financial results shall be positive.

5.2.2 In Case Bidder is a Consortium

5.2.2.1 The leader of the Consortium shall meet the financial criteria stipulated at 5.2.1.1.above.

5.2.2.2 The leader as well as all the other members of the consortium shall meet the financial criteria stipulated at 5.2.1.2 above.

5.3 General Criteria In Case Bidder Is Consortium

- 5.3.1 The Consortium leader and the distribution of work will be identified and set forth in the bid and will not be permitted to be changed thereafter.
- 5.3.2 The selected leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the consortium. Undertaking from all members in original has to be enclosed alongwith the bid.
- 5.3.3 All the members of the Consortium shall be liable jointly and severally for the performance of the contract and discharge of the contractor's obligations and liabilities under the contract. Undertaking from all members in original has to be enclosed alongwith the bid.

5.4 GENERAL

- 5.4.1 ISPRL reserves the right to use in-house data for qualification of bidders.
- 5.4.2 The Bidder shall furnish documentary proof of fulfilling the Qualification Criteria mentioned in this clause along with the Bid. This documentation shall include but not limited to the following:
- a) Details pertaining to projects completed by the sole bidder/leader of the consortium/consortium partner for qualification:
 - i. Name and Description of the Project
 - ii. Type of Contract
 - iii. Contract Agreement/ Relevant Pages of Contract
 - iv. Scope of Work (as per cl 5.1.1.1)
 - v. Size and Volume of Materials Lifted and Transported. (with supporting documents)
 - vi. Scheduled and Actual Completion Dates
 - vii. List of Key Construction Equipments Deployed (nos. and capacity)
 - viii. Value of Award
 - ix. Completion Certificates
 - x. Safety Record
 - b) Copy of Consortium Agreement with clear division of responsibilities, if applicable.

- c) Sub-contract agreement with the proposed agency/agencies, if some job is proposed to be subcontracted.
- d) Concurrent commitments giving details of the number of tippers/dumpers already deployed and how long required (till month & year) on those projects.
- e) Details of Bidder's organization, procedures and equipment:
 - i. Safety Records
 - ii. Health and safety, Environmental policy and system
 - iii. Risk Management System
 - iv. Equipments owned and proposed to be used for this project.
 - v. Quality System
- f) Financial Statements including audited Profit and Loss Account, Balance Sheets etc. for the three preceeding financial years.

5.4.3 Evaluation for bids shall be carried out as specified in bidding document.

5.4.4. Price bid of only those bidders will be opened whose bids qualify as per the criteria given in clauses 5.1 & 5.2

5.4.5. Bidder / consortium members submitting their bid shall not be under liquidation, court receivership or similar proceedings.

5.4.6 Bidders may be allowed to have a maximum of two sub contractors for execution of works / for engagement of equipment of the sub-contractors.

5.4.7 If by the orders of Govt. of India / State Government / Supreme Court of India / State High Court, designated zones for crushers are declared and no other crushers are allowed to operate in the state or District, suitable compensation (say Rs. 2 = 00) per tonne per km of additional transportation from the bidder's dumping site to the nearest crusher zone under operation, could be allowed, subject to the proof of the order being implemented from the date of implementation.

6 TERMS AND CONDITIONS FOR DISPOSAL OF ROCK DEBRIS

- 6.1 The Bidders will submit Tender Fee and Earnest Money Deposit (EMD) for the amount stated in the RFB document alongwith their offers in the form of Demand Draft/ Banker's Cheque / Pay Order from any Scheduled Bank Only in favour of **Indian Strategic Petroleum Reserves Limited**, payable at New Delhi. Offers received without full amount of Tender Fee and Earnest Money or from Non-Scheduled Bank will be rejected.
- 6.1.1. EMD shall bear no interest. EMD of successful bidder shall be retained as part of security deposit for due performance of the contract.
- 6.1.2. Earnest money of the unsuccessful bidder's will be refunded within 15 days of the issue of the Sale Letter.
- 6.2 Quoted Prices shall remain firm and fixed (for the calendar years) till removing/lifting the disposed off materials and completion of the job as per the sale letter.
- 6.3 The material will be offered for disposal on "as is where is basis" and if the BID is accepted, the Buyer will remove the rock debris with all defects and notwithstanding any error or mis-statement of description / quality, measurement of size, enumeration or otherwise and without any question to the Seller (ISPRL). No material test certificate will be provided by ISPRL.
- 6.4 On acceptance of the Bid, a "Sale Letter" will be couriered / faxed conveying acceptance of the Bid to the successful bidders.
- 6.5. The mode of operation for lifting/loading/transportation etc. of rock debris will be decided mutually and a procedure will be agreed upon. This will detail out among other things, the incoming and outgoing approach routes to be followed, check at the weigh-bridge, the clear identity of dumpers/tippers/loaders employed at site (valid permits/fitness certificates/driving licenses etc.) issue of gate passes, penalties etc.
- 6.6 The Buyer will deposit Rs. 1 (one) crore through demand draft/pay order from any scheduled bank only in favour of "Indian Strategic Petroleum Reserves Limited", payable at New Delhi, within two weeks from the date of "Sale Letter" alongwith one

copy of the "Sale Letter" duly accepted, failing which the "Sale Letter" will be treated as cancelled and EMD / Security Deposit deposited will be forfeited.

- 6.7 The Buyer shall start picking up the rock debris within one week of depositing the amount of Rs 1 Crore. The payments due from the buyer will be adjusted from this deposit. The buyer will be permitted to continue removal of the rock debris till the deposit reaches at about Rs 20 Lakhs. The buyer would need to deposit additional a minimum of Rs 80 Lakhs everytime (wherever the limit of Rs. 20 lakhs reached) to continue removal of rock debris. This condition will not apply for the concluding batch of debris removal.
- 6.8 The contractor is expected to lift proportionate indicated quantity for each year on a month to month basis, with a minimum of at least 75 % of the proportionate quantity for the month, at the contract price/ Tonne for the year in question. In case total quantity lifted during any given month falls below 75 % of the proportionate quantity, contractor would have to pay extra price in proportion to the actual shortfall in quantity lifted during a month, subject to a maximum of 10 % of the contract price/ Tonne for the year, in the next month. Conversely, as an incentive for lifting more than the proportionate quantities of the month, contractor would be given a price rebate in proportion to the excess quantity lifted, subject to a maximum of 10 % in the next month
- 6.9 In case of buyer defaulting to lift less than 75% continuously for 3 months, ISPRL reserves the right to dispose off the balance quantities of rock debris by spot selling or otherwise and any loss or additional expenditure on this account would be to the account of the buyer. The weighing machine systems installed by the buyer shall be utilized by ISPRL for such disposal.
- 6.10 The Buyer will make his own arrangement for lifting, loading on trucks/ dumpers and transporting the rock debris. Any charges incurred towards all such types of activities will be borne by Buyer without any liability on ISPRL
- 6.11 All insurance and other statutory requirements for Buyer's personnel shall be arranged by the buyer at his own cost.
- 6.12 The Buyer will ensure that during shifting of the rock debris from the work site to the transporting vehicle, there will not be any damage to the movable or immovable property of ISPRL/other contractors working at site, due to the negligence or

otherwise of Buyer's personnel. In case of occurrence of any damage to the aforesaid properties, the same will have to be suitably compensated by the buyer to concerned parties.

- 6.13 ISPRL reserves the right to stop the disposal of rock debris at anytime at its own discretion without assigning any reasons, whatsoever.
- 6.14 ISPRL reserves the right to reject any or all the bids received against this disposal enquiry without assigning any reason, whatsoever.
- 6.15 The prospective buyer or any of the representatives/workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to ISPRL's interest or shall not commit any act of:
- a) Misappropriation, pilferage or abetting misappropriation or pilferage of ISPRL's property or any attempt thereof.
 - b) Offer/attempt to influence employees of ISPRL.
 - c) Indulge in any malpractice but not limited to forgery, viz falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any claim against ISPRL or indulge in any other act which amounts to offences punishable under the Indian Penal Code or any other enactment.
- 6.16 Lifting Schedule – Bidders will give their own lifting schedule in their bid for the indicated quantities for the year, which will be based on the number of dumpers employed and on working during day light hours only. Lifting schedule as agreed in the contract shall be strictly adhered to. Performance of the monthly lifting schedule will be monitored regularly.
- 6.17 Maintenance of Local Roads – All local/village roads used for transportation of the rock debris by the successful bidder have to be repaired and maintained by the successful bidder upto the main road/highways as the case be and till the time the complete lot is disposed off.
- 6.18 Payment of Royalty – Royalty, Rent and Transit Pass (permit) charges against the quantity of rock debris to be lifted in phases shall be payable by the buyer to District Mining Deptts, prior to taking the delivery of material from ISPRL. Royalty & Transit Pass charges shall be payable by the buyer as determined by the State Mining Authority.

Permits are being issued one week in advance after payment of royalty. Any changes in the rates would be borne by the buyer.

- 6.19. Statutory Clearance** -Buyer shall take at his own cost all type of statutory clearances required for the transfer /disposal of materials on behalf of ISPRL as well as on behalf of self for the subject disposal. ISPRL shall not pay any additional expenditure on account of any statutory clearance. Bidder should quote considering all the expenses whether seen or unforeseen.
- 6.20 Water Supply** -The Buyer shall make his own arrangements at his own expense for water supply for drinking and other industrial purpose.
- 6.21 Discoveries** - Anything of historical or other interest or of significant value unexpectedly discovered at the Site is the property of the ISPRL. The Buyer shall intimate ISPRL of such findings and carry out the ISPRL instructions for dealing with them.
- 6.22 Access to the Site** - The Buyer shall allow any person authorized by the ISPRL, access to the site, the weighbridge facility and to any place on route where ISPRL rock debris are being disposed off.
- 6.23 Installation of Weigh Bridge** - The Buyer has to take necessary action for providing, erecting and commissioning of pit mounted Electro-Mechanical Weighbridge of 50 tons capacity, with advanced weigh bridge indicator, advanced computer, printer cables, panels etc., on a platform of size 9m X 3m including civil works [Excavation, PCC in M15 for 150mm thick, Concrete foundation of M20grade (200mm thick or as specified by manufacturer which ever is more), masonry or RCC walls, providing, ISMC/ ISMB/MS anchor bolts, inspection chamber with heavy duty cover, partition walls wherever necessary, HDPE drain pipes, (160mm dia, SDR 33, PN 8) including backfilling of trenches etc.], all mechanical works etc. with all lead and lift complete as per manufacturer's specification & drawings, including all taxes, duties and as directed by the engineer. (Rate includes cost of Weigh-bridge with all its accessories, civil works necessary for completing the job and commissioning, all taxes, duties, etc. The ISPRL shall have a full control on the daily transactions of the Weigh Bridge and at any time ISPRL can ask to calibrate the weigh bridge and Buyer has to take necessary actions for calibration at his own cost. The weighbridge is to be certified by the Deptt. of Weights and Measures as per rules.
- 6.24 Security Regulations** – The successful buyers and their representatives shall abide by all the rules and regulations of security personnel at site. All vehicles of prospective buyer deployed for lifting the rock debris and persons engaged in the

operation shall be subject to security check by security officials on duty.

- 6.25 Site Clearances** - After the contract period, the Buyer has to clear from ISPRL's site all the rock debris and the weigh bridge etc. The weigh bridge so installed is the property of the Buyer and after the completion of the work, the same shall be removed from the site by the buyer at his own cost. The site has to be cleared of all muck and material resulting from demolition of structure/foundation of weighbridge.
- 6.26 Power Requirement** - The required power connections shall be arranged by the Buyer themselves.
- 6.27 Protection of The Environment** - Should any pollution arise from the Buyer's activities, he shall clean up the affected area immediately at his own cost and to the satisfaction of the ISPRL, and shall pay full compensation to any affected parties.
- 6.28 Performance Security** - The successful bidders shall be required to submit a Performance Security to ISPRL in the form of an **irrevocable & unconditional Bank Guarantee amounting to Rs. 15.00 Lakh** within one week of issue of sale letter and the validity of the bank guarantee should be 6 months after completion of the contract. The Earnest Money retained by ISPRL shall be released on successful completion of the contract.

6.29 EVENTS OF DEFAULT AND TERMINATION

6.29.1 Buyer's Event of Default - Any of the following events shall constitute an event of default by the Buyer ("Buyer's Event of Default"):

- (i) Any representation made or warranties given by the Buyer under this Agreement is found to be false or misleading.
- (ii) Any petition for winding up of the Buyer has been admitted and liquidator or provisional liquidator has been appointed or the Buyer has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation with the prior consent of ISPRL, provided that, as part of such amalgamation the property, assets and undertaking of the Buyer are transferred to the amalgamated entity and that the amalgamated entity has unconditionally assumed the obligations of the Buyer under this Agreement and the Project Agreements, and provided further that:
 - (a) A default has occurred under any of the Financing Documents and any of the Lender(s) has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as

applicable. The Buyer has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement.

- (b) The Buyer has suffered an attachment levied on any of the assets, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.
- (c) The Buyer has delayed any payment to ISPRL that has fallen due under this Agreement for 30 days or more.
- (d) The Buyer has otherwise been in Material Breach of any of its other obligations under this Agreement.
- (e) The Buyer has refused to take the material from the ISPRL site at the minimum rate of 500 tonnes/ day for continuously by seven days.

6.29.2 Termination for Buyers Events of Default:

- (i) Without prejudice to any other right or remedy ISPRL may have in respect thereof under this Agreement, upon the occurrence of a Buyer's Event of Default, ISPRL shall subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement.
- ii) If ISPRL decides to terminate this Agreement pursuant to preceding sub-clause (i), it shall in the first instance issue Preliminary Notice to the Buyer. Within 10 days of receipt of the Preliminary Notice, the Buyer shall submit to the ISPRL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Buyer 's Proposal to Rectify"). In case of non submission of the Buyer's Proposal to Rectify within the said period of 10 days, ISPRL shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii) If the Buyer's Proposal to rectify is submitted within the period stipulated thereof, the Buyer shall have further period of 10 days ("Cure Period") to remedy/cure the underlying Event of Default. If, however the Buyer fails to remedy/cure the underlying Event of Default within such further period allowed, ISPRL shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

6.29.3 Termination Notice & Penalty - At any time, should ISPRL deemed it necessary to terminate this contract on account of default of the Buyer; by giving 15 days written notice to the Buyer. In the event of termination,

- a) The Buyer shall carry out any reasonable instruction of ISPRL in connection with such termination;

- b) Termination of this contract shall not relieve either part of their obligations imposed by this contract with respect to the services performed by either party prior to such termination.
- c) If a Party, having become entitled to do so decides to terminate this Agreement it shall issue Termination Notice setting out:
 - (i) In sufficient detail the underlying Event of Default;
 - (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
 - (iii) the estimated Termination Payment including the details of computation thereof and;
 - (iv) Any other relevant information.

Obligation Of Parties: Following issue of Termination Notice by a Party entitled to do so, the Parties shall promptly take all such steps as may be necessary or required to ensure that until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service” .

Withdrawal Of Termination Notice : Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

6.29.4 Rights Of Authority On Termination: Upon Termination of this Agreement for any reason whatsoever, ISPRL has the power and authority to:

- (i) Subject to the provisions of the Agreement and if required enter into a new Agreement with another party on such terms and conditions as ISPRL shall deem fit;
- (ii) Prohibit the buyer or any person claiming through or under the Buyer from entering upon/dealing with the Project Sites.

6.30 Arbitration: Any dispute between the Buyer and ISPRL is to be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved disputes or differences shall be referred to arbitration of an arbitrator, having technical expertise, to be nominated by the ISPRL. The award of the arbitration under this clause shall be binding upon parties to the dispute. The venue of Arbitration shall be New Delhi.

The services under this contract shall be continued during the conciliation/arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

6.31 Insurance: The Buyer shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Contract Period such insurance as are necessary including but not limited to the following:

1. All risk insurance;
2. Comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site;
3. Workmen's compensation insurance;

Evidence Of Insurance The Buyer shall, from time to time, provide to ISPRL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Buyer in accordance with this Agreement.

Validity Of Insurance - The Buyer shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the Contract Period and furnish copies thereof to ISPRL. The insurance policy shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the ISPRL in writing.

7. SPECIAL INSTRUCTIONS TO BIDDERS:

7.1 GENERAL

- a) The prices to be quoted by the bidders should be Net Price /Tonne payable by the Buyer to the Seller (ISPRL). VAT/Sales Tax, Royalty and all other taxes and duties as applicable would be paid by the buyer as applicable on actual basis.
- b) Bidder can quote for any one or both of the sites, i.e. Site A and / or Site B.
- c) Bidder to quote for the complete lot for each site only, but @ per metric tonne of rock debris, calendar yearwise. Rates quoted for the year 2019 will also be used in overall price evaluation.
- d) Comparison of bids will be made lotwise on quoted prices (excluding all taxes & duties) basis. In case of any discrepancy in the price quoted in words and in figures, the higher one will be considered for evaluation, comparison and ordering.
- e) The order will be placed lotwise on highest quote basis.
- f) Sales Tax and all other taxes & duties, if any applicable on the subject items will be paid by the successful bidder/ bidders over and above the quoted price. The successful bidder will deposit the Taxes/ Duties etc. in advance.
- g) It will be solely the buyer's responsibility to ascertain and assess the applicability of taxes and duties on the subject items and deposit the same as per the existing laws. ISPRL will be in no way responsible for any type of error, interpretation or omission by the buyer in assessing the applicable taxes and duties as per prevailing Tax laws during the relevant period.
- h) Seller (ISPRL) will not provide any materials test certificate etc. in respect of materials disposed off.
- i) It will be the buyer's responsibility to use/crush the materials as per the environmental rules and statutory regulations as per his registration.

7.2 UNPRICED PART (PART 1) OF THE BID

The unpriced part, Part 1 of the Bid should contain the following:-

- a) A copy of this RFB bid document duly signed and stamped on each page by the bidder, as token of acceptance of all the terms and conditions of the RFB.
- b) All the documents required as per bidder's qualification criteria set out in clause 5.
- c) Lifting Schedule for three years for the quantity to be purchased every month by the bidder, alongwith the methodology for disposal.

8. TIME SCHEDULE

- 8.1.1 The entire rock debris has to be removed on continuous basis by 2018 for all the sites. The successful bidders would be responsible for taking all statutory and other approvals including environmental clearance for removal of rock debris and its usage/sale with or without crushing. They may also have to make adequate arrangements for temporary storage of the rock debris till further sold, used, crushed etc.
- 8.1.2 The rates for calendar year 2019 are also being sought from the bidders, in case the rock debris disposal is completed and undisposed rock debris are still lying in the stacks. **The contracts can be extended for a further period (not exceeding three calendar years) depending on the quantity of undisposed rock debris.** However, the rates shall be re-negotiated depending on the prevailing market conditions at that time. Quantities of disposal for the extended period shall be the available balance quantities of rock debris. **The rates of the year 2019 given in the 'Price Schedule Formats will be used in overall price evaluation.**

PRICE SCHEDULE FORMAT –A1

NAME OF SITE: PADUR – SITE A

(NOTE : The successful bidder has to lift the whole LOT 1)

LOT 1 (Approx. 4.5 MMT)		GRAND TOTAL IN INDIAN RUPEES (IN FIGURES)				
		2016	2017	2018	2019	
Tentative quantities in Metric Tonnes likely to be lifted and disposed		15,00,000	15,00,000	15,00,000		X
PRICES PER METRIC TONNE OF ROCK DEBRIS IN INDIAN RUPEES	IN FIGURES					
	IN WORDS					
TOTAL (IN FIGURES)						

SIGNATURE:

NAME:

RUBBER STAMP/

DATE :

SEAL OF THE BIDDER

PRICE SCHEDULE FORMAT –A2

NAME OF SITE: PADUR – SITE B

(NOTE : The successful bidder has to lift the whole LOT 2)

LOT 2 (Approx.4.5 MMT)		GRAND TOTAL IN INDIAN RUPEES (IN FIGURES)				
		2016	2017	2018	2019	
Tentative quantities in Metric Tonnes likely to be lifted and disposed		15,00,000	15,00,000	15,00,000		X
PRICES PER METRIC TONNE OF ROCK DEBRIS IN INDIAN RUPEES	IN FIGURES					
	IN WORDS					
TOTAL (IN FIGURES)						

SIGNATURE :

NAME:

RUBBER STAMP/

DATE :

SEAL OF THE BIDDER

