INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

(A wholly owned subsidiary of OIDB),

Ministry of Petroleum & Natural Gas

ISPRL VISAKHAPATNAM,

LOVA GARDENS, BEHIND HINDUSTHAN SHIPYARD LIMITED, POST BOX NO: 999, GANDHIGRAM (P.O)
VISAKHAPATNAM - 530 005

COVER PAGE

BIDDING DOCUMENT FOR CONDUCTING QRA, HAZOP, HIRA, AND SAFETY PERCEPTION SURVEY

At

Indian Strategic Petroleum Reserves Limited
Strategic Crude Oil Storage Facilities
Lova gardens, Behind HSL fabrication Yard
Post Box No.999, Gandhigram Post
Visakhapatnam-530005

(TENDER NO. ISPRL/VSP/PR-08/26-27/QRA, HAZOP, HIRA/T03 dated 07.08.2026)

INDEX

NAME OF WORK: **PROVIDING SERVICES FOR CONDUCTING COMPREHENSIVE QUANTITATIVE RISK ASSESSMENT (QRA), HAZOP, HIRA and SAFETY PERCEPTION SURVEY** at ISPRL – VISAKHAPATNAM - 530005

Contents

COVER PAGE 1
INDEX 2
SECTION I - NOTICE INVITING BIDS (NIB) 4
1. ISPRL DETAILS 4
2. SCOPE OF WORK 4
3. PREQUALIFICATION CRITERIA 5
4. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY: 7
5. TIME PERIOD 8
6. LIQUIDATED DAMAGES/PRICE REDUCTION FOR DELAY IN SERVICES 8
7. BID EVALUATION CRITERIA: 8
8 SUBMISSION OF BID & VALIDITY 9
SECTION II - INSTRUCTIONS TO BIDDERS (ITB) 10
2.1 INTRODUCTION 10
2.2 COST OF BIDDING 10
2.3 SITE VISIT 10
2.4 CLARIFICATIONS IN BIDDING DOCUMENT 10
2.5 AMENDMENT OF BIDDING DOCUMENT 10
2.6 CONFIDENTIALITY OF BIDDING DOCUMENT 11
2.7 LANGUAGE OF BID 11
2.8 COMPLIANCE TO BID REQUIREMENT 11
2.9 PREPARATION/SUBMISSION OF e-BIDS 11
2.10 BID PRICES 12
2.11 BID VALIDITY 12
2.12 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY 12
2.13 MULTIPLE/ ALTERNATIVE BID 13
2.14 FORMAT AND SIGNING OF BID 13
2.15 DATE, TIME & PLACE OF SUBMISSION 13
2.16 MODIFICATION AND WITHDRAWL OF BIDS 13
2.17 OPENING OF PRICE BID 14
2.18 EVALUATION OF PRICE BIDS 14
2.19 UNSOLICITED POST TENDER MODIFICATION 14
2.20 CONTACTING ISPRL 15
2.21 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID 15
2.22 NOTIFICATION OF AWARD 15
2.23 CONTRACT AGREEMENT 15
E-TENDERING METHODOLOGY (Annexure-I) 16

SECTION III - GENERAL CONDITIONS OF CONTRACT 19
3.1 PRELIMINARY 19
3.2 INTERPRETATION OF CONTRACT DOCUMENTS 19
3.3 SCOPE OF WORK / TECHNICAL SPECIFICATION/SPECIAL CONDITIONS OF CONTRACT 19
3.4 DEFINITIONS 19
3.5 SUBMISSION OF TENDER 20
3.6 SECURITY DEPOSIT: 21
3.7 DUTIES AND RESPONSIBILITIES OF CONTRACTOR 21
3.7.1 EMPLOYMENT LIABILITY BY THE CONTRACTOR 21
3.7.2 NOTICES TO LOCAL BODIES AND STATUTORY APPROVALS 23
3.7.3 FIRST AID AND INDUSTRIAL INJURIES 23
a. SAFETY CODE& PRACTICE 23
b. INSURANCE 23
I. EMPLOYEES STATE INSURANCE ACT 23
i. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE 24
ii. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY ISPRL 24
iii. STATUTORY LEVIES 25
iv. PAYMENT OF CLAIMS AND DAMAGES 25
i. CONTRACTOR TO INDEMNIFY ISPRL 25
3.9 TERMINATION OF CONTRACT 26
i. FORCE MAJEURE CLAUSE 27
3.10 ARBITRATION 27
SECTION IV - SCOPE OF WORK / SERVICES 29
A) DETAILED SCOPE OF WORK: 29
SCHEDULE OF RATES 40
TIME SCHEDULE ..... **Error! Bookmark not defined.**

SECTION I - NOTICE INVITING BIDS (NIB)

BID FOR CONDUCTING COMPREHENSIVE QUANTITATIVE RISK ASSESSMENT (QRA), HAZOP, HIRA and SAFETY PERCEPTION SURVEY

1. 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 intend to engage suitable agency for carrying the SAFETY AUDIT OF VARIOUS FACILITIES UNDER MSIHC RULE 1989 at **S**trategic **C**rude **O**il **S**torage **F**acilities, **V**isakhapatnam.

2. SCOPE OF WORK

Scope shall include all other analysis & study required for submission and acceptance of reports by statutory authorities, viz. Pollution Control Board, Factory Inspectorate, Petroleum and Natural Gas Regulatory Board, OISD etc. for adherence to all standards, rules and regulations in existence.

Operations of ISPRL:

- Receipt of crude from ship to cavern.
- Dispatch of crude to ship and refinery.
- Receipt, storage and handling of HSD, LPG & Nitrogen by tank truck.

Utility services:

- Steam generation for heating the crude.
- Plant air & instrument air supply.
- Substation & D G operations.
- Water supply for steam generation and other utilities.
- Maintenance activities.
- Effluent treatment.

All necessary data and documents related to above mentioned installations shall be provided by ISPRL on demand.

Party has to be submit final reports of QRA (QUANTITATIVE RISK ASSESSMENT), HAZOP (HAZARDOUS OPERABILITY STUDY), HIRA (HAZARD IDENTIFICATION & RISK

ASSESSMENT) and Safety Perception Survey in 03 Hard copies for each (spiral bound on executive bond A4 paper) and corresponding consolidated Soft copies in Pen Drive, both editable and pdf (of signed copy) including relevant drawings and supporting documents. The studies to be conducted pertaining to both existing and proposed/new changes of the facility as mentioned below.

New change planned (as of now) is dispatch line from pumps discharge to Refinery independent of receipt line from SPM / OSTT.

3. PREQUALIFICATION CRITERIA

PRE-QUALIFICATION CRITERIA (PQC) FOR BIDDER:
Bidder shall qualify following criteria as mentioned in clause A, B & C below

A.) Technical / Commercial Criteria

Any competent party/ agency subject to fulfilment of following criteria

i. Minimum three number of successfully completed work orders of QRA, HAZOP and HIRA / HAZID studies of Refineries / Petro chemical complexes / LPG Plants / POL Locations, petroleum installations in last 7 years reckoned from tender publishing date
The activities mentioned can be in one order or different orders with other conditions remaining the same

ii. The bidder shall furnish at the time of bidding the notarized copy of documentary evidence for the above works viz. Purchase Order/Work Order and Satisfactory Completion Certificate issued by owner against the works carried out. The Purchase/work Order and completion certificate should mention the details of jobs carried out by the bidder to enable us to identify whether the bidder(s) meets the technical bid criteria as stipulated above or not. Bids without submission of above documentary evidence shall not be considered for evaluation and shall be rejected. Ongoing work orders / partially done work orders do not qualify for evaluation.

B.) Mandatory Criteria

The bidder shall furnish at the time of bidding **the notarized copy of documentary evidence of having licensed version of software, in the name of the bidder/firm**, which will be used for conducting study..

i. **Software to be used for QRA:** Phast v 8.0 or above, Phast Risk (Safeti) v 8.0 or above, or any other Indian / internationally accepted equivalent licensed software of latest version

ii. Software to be used for HAZID / HAZOP: PHA Pro V 8.0 or above, or any other Indian / Internationally accepted equivalent licensed software of latest version. (documentary proof same as mentioned in the previous point)

iii. Pirated/cracked / demo version of above software packages shall not be acceptable.

C.) Other Criteria

Conditions for Selection of Audit Team Members: The bidder shall furnish at the time of bidding the details of Audit team which shall comprise of minimum two (2) members out of which one will be Lead Auditor who will continue throughout the execution period of this work

Qualifications of the Lead Auditor:

- Engineering degree in HSE/Fire & Safety/Safety
  OR
- Engineering degree in any other branch with degree/diploma/Advance diploma/Post Graduate diploma in Fire & Safety/Safety.

Qualifications of the Associate Auditor/s: (Ref special conditions in SoW, also)

Any Engineering Graduate with previous experience of association with QRA/HAZOP team during an Audit.

Bidder shall furnish at the time of bidding, A copy of Bio data of all team members with qualification and experience certificate

D.) PQC – Financial:

1. The Service provider should have minimum Annualized Turn-over of Rs.7.5 Lakhs during the last three financial years i.e. 2022-23, 2023-24 and 2024-25 supported with audited financial statements duly signed by Chartered Account). Attach Turnover and Net worth Certificate duly certified by statutory auditors of the bidder or a practicing Chartered accountant (not being an employee or a director or not having any interest in the bidder(s) company firm) where audited accounts are not mandatory as per law OR duly certified by any notary public in the bidder's country.
2. Bidder net worth shall be positive and relevant supporting document, separately to be submitted along with technical bid.

Bids without submission of above documentary evidence as applicable for PQC clauses - A, B, C & D shall not be considered for evaluation and shall be rejected.

E.) Rejection Criteria

1. Bids without submission of above documentary evidence as applicable for PQC clause-A, B, C & D shall not be considered for evaluation and shall be rejected.
2. Failure to comply with the PQC: Technical / commercial / Financial criteria.
3. Bidder shall submit notarized documents of WO copies for supporting experience, completion certificate with value of execution, Turnover, and Net worth Positive Certificates. Non-Submission of notarized documents bid will be rejected.
4. The bidder should not be under the Holiday list / Blacklist / Debarment list of ISPRL or any Government organizations. Bidder shall submit an undertaking to this effect with declaration date not before one month from the bid due date. **(Format enclosed)**.

On Bidders Letter Head

Date: _____

Declaration

I hereby declare that our firm M/s _____ has never been under the blacklisting/ Holiday listing/ Debarment list of ISPRL or any Government organizations.

Stamp & Signature of the Tenderer(s)

5. Joint venture / Consortium bids shall not be permitted for this tender.
6. Non- submission of CA certified annualized turnover and audited financial statements for 3 years as mentioned in PQC – Financial.
7. Not establishing 'Net worth positive' through an Appropriate Document(s) duly authenticated by registered Chartered accountant
8. WO copies submitted as sub-contract works.

Relaxation to MSE/ Start-up bidder:

MSME: Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises (to the extent of 15%) as per GOI guidelines subject to meeting of quality and technical specifications. (For example, if PQC value applicable to other than MSE bidders is Rs. 100/-, the same shall be Rs. 85/- for MSE bidders).

Start Up: No relaxation in Prior Turnover and prior experience criteria for start-up as the contractor needs to have prior expertise to do the job. It is necessary to engage the services of reputed contractors having proven track record (PTR) capable of carrying out and completing all the jobs with proper planning complying safety etc.,

4. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:

I. Bids must be accompanied with an amount of **Rs. 50,000**/- (Rupees Fifty Thousand Only) towards the Earnest Money Deposit/Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected. The EMD/ Bid Security shall be paid to Indian **Strategic Petroleum Reserves Limited, Noida**, online through **e-tendering portal** in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

II. There will be no waiver of EMD for Public Sector Undertakings or Central/ State Government Undertakings or any other bidder. However, Micro or Small Enterprises

registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSME

5. TIME PERIOD

Time is the essence of this contract.

Time for completion shall be reckoned from the date of issue of Fax of Intent (FOI)/ Letter of Intent (LOI)/ Purchase Order (PO) by ISPRL whichever is earlier. All the jobs should start simultaneously after the placement of order/LOA/FOA and should be completed as per time schedule given below. Work should commencement within 7 days from the date of receipt of Purchase order/Letter of Acceptance/ Fax of Acceptance whichever is earlier. **All the activities are to be completed within 60 days from LOA / PO date, whichever is earlier.**

6. LIQUIDATED DAMAGES/PRICE REDUCTION FOR DELAY IN SERVICES

In case of delay a sum equivalent to 0.5 percent of the undelivered services value (as decided by the Engineer-in-charge of ISPRL) for every week or part thereof of the delay, subject to a maximum of 5 percent of the total order value will be recovered towards Price Reduction for delay in services. (LOI date is ZERO date and total 60 days is the maximum time schedule to invoke this clause)

7. BID EVALUATION CRITERIA:

I. The bidder should accept in Toto the Technical specification, Scope of work and all other terms & conditions given in the Tender with no deviation as per clauses of the tender document. Bidder shall sign and stamp on each page of the tender document and upload along with the bid submission.

II. Techno commercially acceptable bids will be evaluated on overall L-1 basis i.e. lowest landed cost to ISPRL.

III. If two or more techno-commercially accepted bidders are found to have quoted identical lowest bid price, the lowest ranking tenderer shall be decided as per ISPRL e-Procurement portal. However, purchase preference for MSME Bidders in case of tie shall be decided based on turnover i.e. bidder with higher turnover (3 years Average Annual turnover total as per PQC Financial) will be considered for purchase preference.

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.

V. The benefits of PP Policy shall not be extended to Traders/ dealers / resellers/ distributors/ authorised agents registered with NSIC/ MSE (Micro & Small), firms registered with District

Industries Centre (DIC) or Udyog Aadhar etc.

SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS

1.1 TENDER NO. **ISPRL/VSP/PR-08/26-27/QRA, HAZOP, HIRA, and Safety Audit/T03 dated. -----2026**

1.2 Last Date and time of submission of Bids: xx.xx.xxx

1.3 Opening of Technical Bid : xx.xx.xxx

VI. For detailed specifications, terms & conditions and other details, refer Bidding Document.

VII. Contact persons at ISPRL, Visakhapatnam:

- **Head Site**

Email: headsite-vizag@isprlindia.com
Contact no. 0891-286 8000

8 SUBMISSIONS OF BID & VALIDITY

I. Bids are required to be submitted only through e-Procurement Portal at https://isprl.ewizard.in on or before the Bid submission date and time. Bidders are required to enrol on the e-Procurement portal (URL: https://isprl.ewizard.in). It may also be noted that the price details are required to be filled & submitted only on the Schedule of Price format downloaded from above e-Tendering website.

II. Bidders in their own interest are requested to enrol on e-Procurement portal and upload/submit their bid well in time. In the event of failure in bidder's connectivity with the Portal during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

III. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.

III. Bidders to refer e-Tendering Methodology attached as **Annexure–I** to Instructions to Bidders (ITB) in the Bidding Document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from e-Wizard Helpdesk, whose contact information is provided in the e-Tendering Methodology.

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

2.1 INTRODUCTION

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to conduct QRA / HAZOP / HIRA / safety perception survey through this contract by way of qualified bidders for their Strategic crude Oil Storage Facilities at VISAKHAPATNAM, ANDHRA PRADESH.

2.2 COST OF BIDDING

All direct and indirect 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 conductor outcome of the bidding process.

2.3 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 Head Site, ISPRL- Visakhapatnam for the purpose of necessary site information or forward their queries to - headsite-vizag@isprlindia.com

2.4 CLARIFICATIONS IN BIDDING DOCUMENT

I. 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.

2.5 AMENDMENT OF BIDDING DOCUMENT

I. At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any Prospective Bidder(s), modify the Bidding Documents

II. Any addendum issued shall be part of the Bidding Documents and shall be Uploaded on e-Procurement website https://isprl.ewizard.in

III. Bidders shall examine the Bidding Documents thoroughly and inform ISPRL of any apparent conflict, discrepancy or error, so that the ISPRL may issue appropriate clarification(s) or amendment(s), if required

2.6 CONFIDENTIALITY OF BIDDING DOCUMENT

I. 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.

II. 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.

2.7 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.

2.8 COMPLIANCE TO BID REQUIREMENT

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

2.9 PREPARATION/SUBMISSION OF e-BIDS

2.9.1 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

2.9.2 Electronic Bids **(e-bid)** in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in **e-tendering portal** in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

2.9.3 **PART-1:** Techno-commercial/ Un-priced Bid: Techno-commercial/Un-priced Bid will contain the following documents.

I. MSME certificate (if applicable)

II. Separate booklet consisting document against Bidder Qualification Criteria (Technical & Financial)

(Note: The above shall be loaded in "PREQUAL/TECHNICAL" folder in e-tendering portal)

2.9.4 In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Un-priced Bid.

2.9.5 **PART – 2** (Priced Bid) shall consist of the following:

2.9.5.1 Priced Bid shall consist of Schedule of Prices/ Schedule of Rates with prices filled in e-tendering portal, without making any changes in the format/ names of the file/worksheet.

2.9.5.2 Deviations to terms and conditions, presumptions, overwriting etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s.).

(Note: Part-2 shall be uploaded in "FINANCE" folder in e-tendering portal)

2.10 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. Alternative bids will not be considered.

2.11 BID VALIDITY

I. 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 forfeited and the bid shall be rejected.

II. 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.

2.12 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

I. ISPRL shall not pay any interest on Bid Security furnished.

II. EMD/ Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order/ issue of Sale Latter. However, in case ISPRL decides to cancel/ annul the Enquiry / bidding document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.

III. Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises, Bidder shall upload the relevant valid certificate in Un-priced bid and duly authenticated as per requirements of NIB.

2.13 MULTIPLE/ ALTERNATIVE BID

A bidder shall on no account submit more than one bid either directly or indirectly. Only bidders who have acquired Bidding Documents (including documents downloaded from ISPRL's/ e-procurement website) from ISPRL e-procurement website are eligible to submit bids. Bids submitted by any other person will be liable to be rejected.

2.14 FORMAT AND SIGNING OF BID

The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/ files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

2.15 DATE, TIME & PLACE OF SUBMISSION

I. Bidders shall submit their bids electronically in the e-tendering portal, within the date and time.

II. ISPRL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB, in which case all rights and obligations of ISPRL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.16 MODIFICATION AND WITHDRAWL OF BIDS

I. The bidder may modify, resubmit or withdraw its e-bid after bid submission, but, before the due date and time of submission of the bid following the electronic bid submission procedures.

II. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

2.17 OPENING OF PRICE BID

I. ISPRL shall verify the availability of requisite BID SECURITY uploaded online, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB/NIB, prior to due date and time for submission of Bids.

II. ISPRL shall open Part-I of bids received in the e-tendering portal**.** The order of part wise opening of bids shall be as follows:

III. On scheduled date and time of UNPRICED BID OPENING,

a. Bid Security & other documents submitted in e-tender shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.

b. Upon meeting the requirement of Bid Security as per NIB & ITB, opening of documents of Part-I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

c. If a bidder has not complied with Bid Security requirement as per a) above, such bidder's offer (Part-I) shall not be processed for further opening and such bids shall be rejected out rightly.

d. Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by ISPRL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

2.18 EVALUATION OF PRICE BIDS

I. Bidder must meet the qualification requirements as specified in NIB.

II. 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

III. The rates quoted by the Bidder shall be checked for arithmetic correction, if any.

IV. Conditional discount, if offered, shall not be considered for evaluation.

V. 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

2.23 CONTRACT AGREEMENT

The Contract document shall consist of the following:

I. Original Bidding Document including any amendments issued.

II. Detailed Letter of Acceptance.

Annexure-I

E-TENDERING METHODOLOGY (Annexure-I)

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal (URL: https://isprl.ewizard.in) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

More detailed information useful for submitting online bids on the e-Procurement Portal may be obtained at: https://isprl.ewizard.in

REGISTRATION

1. Bidders are required to enrol on the e-Procurement Portal (URL: https://isprl.ewizard.in) by clicking on the link "**Register**" on the e-Procurement Portal by paying online Registration charge Rs. 2360/- (including GST) per year. This registration charges may change time to time. Applicable registration feed has to be paid accordingly to enrol in the e procurement portal.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS/ n-Code/ e-Mudhra etc.), with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLSX formats. **Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule/ SOR shall be strictly in RAR format without altering any contents of the formats uploaded in their Bidding Document.**
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Registration copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a Successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

Please note that if Tender has been retendered, then it is mandatory for the bidder to submit their offer again on e-Procurement Portal.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 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.

3.2 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 Site – Visakhapatnam shall be the final and the contractor shall abide by the decision.

3.3 SCOPE OF WORK / TECHNICAL SPECIFICATION/SPECIAL CONDITIONS OF CONTRACT

The scope of work documents/ technical specifications/ special conditions of contract 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 Head Site-Visakhapatnam and his decision shall be final.

3.4 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 "Head Technical" shall mean the Dy. Chief Executive Officer of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

V 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.

VI **"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.

VII The "**Documents"** shall include Bid documents submitted by the Contractor.

VIII The "**SERVICES**" shall mean the providing manpower for services described in this tender document.

IX **"ISPRL**" means the **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED** incorporated in India having its registered office at VISAKHAPATNAM – 530005, **India.**

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.

XII Mentioning of Bidder / Service Provider shall be read in conjunction with the meaning there of. (Successful Bidder will become Service Provider)

3.5 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 in the schedule shall include all over heads related to conduct the plant inspection and carry out the safety audit and other jobs as specified in the bid at ISPRL – Visakhapatnam and submit the final report as defined under scope of this tender.

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. Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.

vii. ISPRL reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.

viii. 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.

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.

3.6 SECURITY DEPOSIT:

I. The bidder, with whom the contract is decided, will have to make a security deposit of Ten percent 2% 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. The Performa for submission of Bank Guarantee for submission of security amount can be collected from ISPRL Office.

II. Security Deposit would also be accepted by way deduction of Security amount of 2% from each Running bills.

III. Release of Security Deposit will be after successful completion of Contract Period.

3.7 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.7.1 EMPLOYMENT LIABILITY BY THE CONTRACTOR

I. Contractor shall provide safety shoes, helmet and boiler suit / coverall for wearing during duty hours, as per mandatory HSSE policy of the company. – Not applicable

II. The Contractor should compulsorily have PF Registration, and they should strictly comply with the provisions of Employees Provident Fund Act. Non availability of PF Code No. will cause outright rejection of Bid. During execution of Works, the CONTRACTOR shall deposit “Employees” and “Employers” contributions in the designated account with the designated Authority every month. The CONTRACTOR shall furnish along with each running bill, the challan/ receipt for the payment of provident fund made to the RPFC for the preceding month(s). – Not Applicable

III. The establishment of the CONTRACTOR shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and the CONTRACTOR shall duly pay his contributions and his

employees' contributions to the Authorities prescribed under the said Acts and any Schemes framed there under in respect of driver employed by him for the execution of the contract. – Not Applicable

IV. On receiving information of any breach, non-fulfilment and/or non-observance by the CONTRACTOR and/or his sub-contractors and other agencies engaged by him in connection with the Works or any of the provisions or requirements of any of the Labour Laws, rules and regulations and/or as to the inaccuracy of any of the returns or statements furnished by the CONTRACTOR and/or his sub-contractors and/or any records or accounts maintained by any of them with respect to which the BIDDER as the principal employer or otherwise can have a liability, the BIDDER shall be entitled to deduct from the Bills and any amounts due or becoming due to the CONTRACTOR, under this or other contract(s) with the CONTRACTOR, any sum(s) required or estimated to be required, in its judgment which shall be final and binding on the CONTRACTOR, for making good or compensating for the liability or possible liability of the BIDDER by reason of the said breach, non-fulfilment or no observance and/or inaccuracy Aforesaid. – Not Applicable

V. 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.

VI. Pay Slips indicating the complete details of total wages, deductions and net wages, PF/ ESI Account details & deductions etc. shall be given to each contract personnel every month and also wages shall be remitted in their bank accounts on or before 07th of every month without waiting for clearance of bills from ISPRL. – Not Applicable

VII. 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 support services required for 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.

VIII. In view of specific security requirement for the Strategic Crude Oil installation and its Strictest observance, all personal of CONTRACTOR or his authorized personnel are required to have Valid Identification card issued by State / Central GoI for the purpose of issue of photo pass required for entry and free movement at work site. They will also have to bear with the restriction and limitation of entry/exit to work site as per the security requirement.

3.7.2 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 works.

3.7.3 FIRST AID AND INDUSTRIAL INJURIES

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.

a. 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.

b. INSURANCE

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalized Insurance Company to the satisfaction of the ISPRL as provided hereunder.

I. EMPLOYEES STATE INSURANCE ACT

I. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold ISPRL harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the ISPRL arising under, growing out of or by reason of the work provided for by

this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

II. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time. The Contractor shall deduct and secure the agreement of the subcontractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

III. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

IV. The ISPRL shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

i. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

ii. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY ISPRL

I. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the ISPRL.

II. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the ISPRL has agreed to their cancellation.

III. The Contractor shall satisfy to the ISPRL from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

IV. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the ISPRL resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be proceed by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when demanded by Officer In-Charge / Safety Officer etc.

iii. STATUTORY LEVIES

1. 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.
2. The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
3. 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.

iv. PAYMENT OF CLAIMS AND DAMAGES

I. 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.

v. CONTRACTOR TO INDEMNIFY ISPRL

I. 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.

II. 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.

3.9 TERMINATION OF CONTRACT

i. ISPRL may terminate the contract at any stage 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 validation of the works executed thus far and submit the final bill for the work as per joint final validation within 15 days of the date of joint final validation. If the contractor fails to depute their representative for joint validation, ISPRL shall carry out validation with their ISPRL or any other outside representatives. Such a validation 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.

i. FORCE MAJEURE CLAUSE

A. Circumstances leading to force majeure.

I. Act of terrorism.

II. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.

III. Lionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component.

IV. Epidemics, pandemic, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

V. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works excluding any industrial dispute which is specific to the performance of the Works or the Contract.

VI. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

3.10 ARBITRATION

i. All disputes and differences of whatsoever nature, whether existing or which shall at any time 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. Tpenaltyhe 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.

SECTION IV - SCOPE OF WORK / SERVICES

A) DETAILED SCOPE OF WORK:

The scope of work covered in this tender shall be as specified below.

The brief scope of work shall comprise of the following:

1. TECHNICAL SCOPE OF WORK:

Scope shall include all other analysis & study required for submission and acceptance of reports by statutory authorities, viz. Pollution Control Board, Factory Inspectorate, Petroleum and Natural Gas Regulatory Board, OISD etc. for adherence to all standards, rules and regulations in existence. Party will also support during technical discussion / queries raised (if any) by the statutory authorities on submission of reports, at no extra cost.

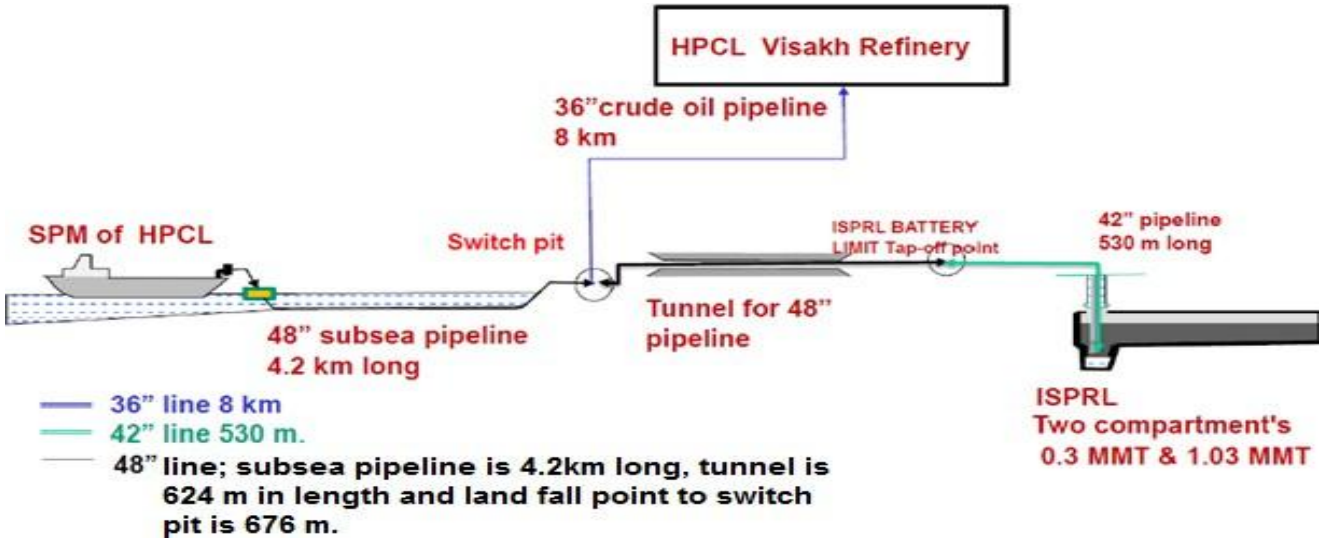
Party has to submit final reports of QRA, HAZOP, HIRA Procedure and Safety Perception survey in 03 Hard copies for each (spiral bound on executive bond A4 paper) and corresponding consolidated Soft copies in Pen Drive, both editable and pdf (of signed copy) including relevant drawings. The studies to be conducted pertaining to both existing and proposed/new changes of the facility as mentioned below.

Operations of ISPRL:

- Receipt of crude from ship to cavern.
- Dispatch of crude to ship and refinery.
- Receipt, storage and handling of HSD, LPG & Nitrogen by tank truck.

Utility services:

- Steam generation for heating the crude.
- Plant air & instrument air supply.
- Substation & D G operations.
- Water supply for steam generation and other utilities.
- Maintenance activities.
- Effluent treatment.



S.No	Facility	Unit Number	Capacity
PROCESS SYSYEM EQUIPMENTS			
1	Crude Intake system	002	10,000m^3/hr (max)
2	Pumping Out System	002	6,400 m^3/hr (max)
3	Crude Heating system	002	3,200 m^3/hr (max)
4	Dewax pumping out	002	6,400 m^3/hr (max)
5	Metering system (Custody Transfer)	002	10,000m^3/hr (max)
6	Seepage water pumping out	002	100 m^3/hr (max)
7	Water system	002	5 m^3/hr
UTILITY SYSTEM			
1	Waste Water Treatment Plant.	002	100 m^3/hr
2	Service Water system	002	1000 m^3, (1 no) storage tank provided. Potable water shall be received by tankers
3	Raw water system	002	200 m^3, RCC pit with 2 storage compartments of 1000 m^3 each provided, Raw water shall be received by tankers
4	Drinking Water	002	80 m^3, (1 no) RCC storage sump provided. Received potable water shall be used as drinking water.
5	Utility Boiler	002	20 TPH (2 No)
6	Cooling Water	002	50 m^3/hr
7	Condensate recovery system	002	30 TPH (Max)

8	Make up water to boiler feed	002	50 m^3, (1 no) storage tank provided. Raw water to be used for boiler make up water
9	Power	002	Supplied by APSEB & back up DG's. Demand-8,9 MVA
10	Fuel Oil	002	Fuel oil required for boilers should be received through tankers and stored in tanks. 500 m^3 (2 no)

Hazardous Chemical Storage

S. No.	Chemical	Mode of Storage	Capacity
1	Crude Oil	Cavern	1.3 MMT
2	HSD	Conical Roof Tank	1000m3
3	LPG	Mounted Bullet	20m3

Geographic Location:

The Indian Strategic Petroleum Reserve Limited is located at Visakhapatnam of Andhra Pradesh, which is connected to the Visakhapatnam Port Trust. The site is located beneath a hill having a maximum elevation of 130m (above MSL) and near Dolphin's nose with approximate position being North 17'40.8' and East 83'17.3'.

Proposed modifications:

For proposed changes, layout review aspects to be addressed in QRA study as necessary.

a) ITBP security barracks is planned near Emergency gate area

b) Tap off on crude line for simultaneous receipt and discharge from vessel / to HPCL, respectively.

Risk Analysis / Assessment shall be carried out with an objective to arrive at any specific mitigation measures required for Hazards identified. Risk reduction / mitigation measures shall be given due credit. Risk assessment shall include societal risk (if any). The outcome of QRA study shall guide in updation of onsite /off site emergency plan.

2. SCOPE OF WORK FOR CARRYING OUT COMPREHENSIVE QRA

Carrying out comprehensive QRA primarily as per IS: 15656 shall cover following sequential steps:

a) Preparation and Approval of Assumption Register

b) Hazard Identification — Identifying both credible and worst-case scenarios (such as various leaks i.e., 7mm, 22mm/25mm, 70mm, FBR/CR, tank on fire, dyke on fire, domino-affect) involving release of hazardous material in the atmosphere that could lead to fire/explosion/confined or unconfined vapor cloud explosion (as happened at Bunce field and Jaipur Terminal)

c) Consequence Modelling and Analysis for the identified hazard and estimate the probable impact / damage distance

d) Frequency analysis to estimate the likelihoods of occurrence of possible events using published failure frequency database such as CPR 18E/ CCPS / OGP

e) Event Tree Analysis

f) Ignition Probabilities

g) Risk Estimation — Combining accident consequence and frequency to obtain risk distribution within and beyond a process plant to assess risk to personnel within the facility and public.

h) Generate Consequence Contours, Risk Contours (LSIR) followed by calculation of IRPA and PLL, Societal Risk (F-N Curve)

i) Risk Assessment / Evaluate the risk against IS 15656/PNGRB Risk Acceptance Criteria and determine whether risk to personnel and public is Acceptable / **As Low as Reasonably Practicable" (ALARP)** / Unacceptable.

j) If risk is not acceptable, provide risk reduction measures (to control/prevent the incidents) in order to bring down the risk to ALARP/ Acceptable region.

Guidelines or data bases such as OGP/CCPS/CIA Guidance or any other internationally accepted shall considered to be alternative to IS 15656 only if necessary guidance is not available in IS.

In addition to the above, following to be analysed as part of detailed /comprehensive

QRA study. However, vulnerability criteria to be defined as part of Assumption Register for each of the following against which assessment is to be done.

- Survivability of Emergency Systems – ESSA
- Evaluate the effectiveness of Escape, Evacuation and Rescue (EER) measures – EERA
- Evaluate fire and explosion risks to occupied buildings, jet fire impingement analysis on adjoining structures and any other equipment that could lead to escalation, evaluation of active and passive fire protection systems - FERA (While doing this study, risk-based approach to be adopted primarily. In case if results are not reaching for the defined vulnerability criteria, consultant to review and define the alternate criteria based on internationally accepted/ IS guidelines.

QRA Modelling to be done using **PHAST (Safeti) v.** 8.0 or whichever is latest at the time of award of project.

Upon completion of the study, the consultant shall submit Draft Report to ISPRL which will be reviewed and commented upon.

DETAILED QUANTITATIVE RISK ANALYSIS REPORT SHALL COVER

a) A separate chapter highlighting the Executive summary and list of recommendations is to be provided at a prominent place in the report.
b) List of specific recommendations should have serial numbers. Also recommendations should be listed in a separate chapter where these will be categorized based on short/medium/long term implementation basis.

1. GENERAL
    a. Executive summary,
    b. Introduction,
    c. Objective and scope,
    d. System description, and
    e. Methodology adopted
2. HAZARD IDENTIFICATION
    a. Hazard Identification methods used and the basis for the selection of the methods.
    b. Credible accident sources/worst case scenarios,
    c. Source characteristics, and
    d. Methodology for hazard identification, namely. HAZOP and worksheet for identified units.

3. CONSEQUENCE MODELLING

   a. Result interpretation based on consequence modelling with damage contours clearly drawn to scale on site/plot plan

3.1 Accident Frequency Estimation

   a. System boundaries.
   b. Specific assumption, basic 'Frequency data' used and its sources; and
   c. Calculated frequency of occurrence of the worst accident.

4. DETERMINATION OF PLANT RISK

   a) Risk criteria.

5. LIMITATIONS

   Summary of analytical method, its assumptions & limitations

6. RECOMMENDATIONS

   Additional chapters of QRA to be included in line with requirements detailed in Technical Scope of QRA Section 2 Red Font

Vendor shall submit the draft report in three copies for our comments – this section can

a) Draft report in triplicate shall be submitted by the consultant within period of eight weeks for review/approval by ISPRL in soft as well as hard copies
b) Final report shall be submitted with 3 copies of the QRA study and a soft copy and editable file.
c) Draft report shall be submitted by the consultant within period of 12 weeks from the date of award of contract.

3. SCOPE OF WORK FOR CARRYING OUT HAZOP

Total facilities are covered in 52 P&IDs (including Cause & Effect diagrams). All the above should be covered as per requirement.

The Scope of work shall be as per the standard scope laid down by Statutory Authorities. The scope shall generally cover but not limited to:

HAZOP Study: To be conducted in accordance with BS: 61882 & EPSC—HAZOP: Guide to Best Practice.

Approx. 52 PIDs to be considering both existing and new facility.

Software to be used for HAZOP: PHAST Pro / 8.0 or above, or any other Indian/Internationally accepted equivalent licensed software of latest version.

Scope includes Nodes study, Hazard recognition, evaluation of the adequacy of Safeguards, Recommendations as needed. (Qualitative brainstorming process with

the team plus Quantitative assessment to evaluate the severity)

Details for study are as given below: -

- P & I Diagram for review.
- Technical Officer of ISPRL defines the design intent and normal operating conditions
- Facilitator suggests guideword for deviation to design discussion
- The Technical Officer of ISPRL identifies potential causes for deviation
- Estimate potential consequences
- Note existing protection
- Recommend any additions

Record the discussion and action in format Party needs to design and provide details as given below: -

- Describe design intention
- Consider guide words
- Identify all causes
- Identify all consequences
- Identify any additional protection
- Final guide words

General Issues considered apart from Guideword study include the following aspects.

- Abnormal Operations
- Corrosion/Erosion
- Human errors
- Ignition suppression
- Instrumentation failure
- Layout (Incompatible Operations separated)
- Maintenance
- Relief
- Safety
- Sampling
- Service failure
- Spare equipment (Single Equipment having an impact)
- Change of service provider manpower

The final report will include the following along with other required details:

Format/Document flow for HAZOP study report (as per BS 61882:2006, RP750 of API, ICI Guidelines)

- Introduction
- Study Objectives
- Scope
- Report Format
- Study procedure
- Guide words
- Nodes selected
- Drawing reference as applicable
- Participation
- Documents studied

Recommendations:

- HAZOP Recommendations Summary
- HAZOP Study Work sheets (for all P&IDs)

Special conditions:

a) Lead auditor should be a reputed person and should have conducted at least 3 HAZOP study as HAZOP Chairman in a hydrocarbon industry, preferably in Refineries, Marketing Installations (POL / LPG)

b) Agency to submit detailed bio-data, including the number of years of work experience. Experience in conducting HAZOP study, no of HAZOP studies conducted as Chairman etc.

c) Agency can submit more than one number of candidates as chairman for approval by ISPRL. ISPRL shall approve the vendor based on his qualification and experience.

d) The study should be conducted by any of the approved chairmen. The same Chairman has to be present in all the meetings. It is not permissible to change the chairman of the HAZOP in between the study without the written permission from ISPRL.

Entire data collected / calculated as per the process of Risk assessment and HAZOP shall be shared thru the final document.

4. SCOPE OF WORK FOR CARRYING OUT HIRA

Consultant shall conduct a 2-day workshop (minimum 8 hours each with 45 Mins lunch time) to nominated staff by ISPRL. This workshop shall take up class on HIRA

process and its significance, prepare HIRA for minimum of 5 critical activities (as will be selected mutually during the workshop). The consultant shall review the HIRA prepared for another 5 activities in the same workshop by the staff and guide team on how to conduct in the same manner for balance of installation activities.

5. SCOPE OF WORK FOR CARRYING OUT SAFETY PERCEPTION / CULTURE SURVEY

Consultant is requested to carry out SAFETY PERCEPTION / CULTURE SURVEY considering the following info.

Top Management - CEO level (Noida office - 25 ppl)
Top Management (at installation) - GM (Head - Deputation from HPCL), Tech Consultant - ISPRL, O&M Head (Chief Manager deputed from HPCL)
Middle Management - 10-12 ppl
Technicians & Operators – 25
Contractor workers – 45
The following methodology may be adopted for carrying out the safety culture Survey:

- The Survey should cover minimum 20% of the manpower of all levels working in ISPRL
- Selection of the sample size of employees for survey will be assisted by the ISPRL.
- The Survey should cover the employees working in General Shifts, A, B and C shift.
- The Survey should be covering employees in the Top Management, Middle Management and Junior Management level employees, service provider manpower
- The Survey should also cover contract employees from various disciplines like Security personnel, canteen workers, Drivers, Contractor Supervisors, Safety Supervisors, Heavy Equipment Operators etc.,
- The survey should be carried out through the online link sent to individual employees email ID. Questionnaires should be made in English.
- For contractor employees, survey should be carried out in offline mode. Breakup of the number of employees working under various service providers taking the online survey and offline survey will be given by the ISPRL.
- The successful bidder should also visit the installation to assess the situation of the work area. Interviewing of the selected number of regular employees and contractor employees should also be conducted to assess the safety culture.

- Before carrying out the survey, one week prior to the schedule, a test link should be shared with the ISPRL for carrying out the mock survey with a limited number of employees.
- Questionnaire for the survey should be made in consultation with the ISPRL.
- A brief presentation on findings of the Safety Culture Survey and Safety Perception Survey to be made to the top management.

The consultant should conduct HAZOP competency training 2 days minimum in a workshop model (as per EIC discretion). Detailed HAZOP preparation steps, significance and minimum 5 HAZOP sheets preparation shall be completed in the workshop.

Consultant shall also make a presentation to ISPRL personnel in Visakhapatnam regarding conclusions and recommendations of QRA, HAZOP, HIRA and Safety perception survey and action plan on QRA for mitigating risk and bringing within internationally acceptable levels.

Final Report shall be submitted after including ISPRL comments and any points arising out of presentation / discussions with ISPRL personnel.

1. ISPRL's Scope:

ISPRL, Visakhapatnam will be responsible for providing or arranging for the following information, services and assistance required for QRA study in soft.

1. Concerned staff release for the activities during the presence of Bidder's team
2. ESD philosophy
3. Cause & Effect Chart
4. Unit wise Plot Plan & Plant Layout
5. Working hours / day & no of working days per year
6. Time allocation
7. Wind rose
8. Manning Data
9. Process Flow diagrams and Piping & Instrumentation Diagrams (52).
10. Major inventory storage details like material stored, quantity and dimensions of equipment.
11. Equipment data sheets for the facilities under scope of studies.
12. Overall plot plan depicting all major storage areas, Cavern and adjacent facilities, factories and habitation.
13. Area map/key plan showing adjacent plant & facilities.

14. Any other information important and mutually acceptable for execution of the scope
15. Office facilities in the Plant for the Vendor having only basic facilities like AC, table, chair, intercom only. Computer, Laptop, Printer, Scanner are to be arranged by Vendor.

    Consultant to treat the information as confidential.

2. General Requirements:

1. Any information exchanged during course of QRA shall remain confidential and all precautions shall be taken to protect information against any possible misuse.
2. After award of the PO, Consultant has to conduct a Kick Off meeting at ISPRL, Visakhapatnam in which he will clear his methodology of Conducting QRA.
3. CONSULTANT has to arrange the transport facilities at his own cost for this visit.
4. In the final report, the consultant is to mention the short term and long-term measures for the reducing the quantum of risk.
5. The vendor should also mention the quantum of reduction in risk by taking short term/ long term measures.

3. MISCELLANEOUS

Vendors are expected to visit installation, understand the entire scope of work before submitting the offers.

IMPORTANT NOTES TO SCHEDULE OF QUANTITIES (SOQ)

1. If there is any contradiction between various sections of the tender booklet, the Schedule of Quantities (SOQ) shall hold over the Special Conditions of Contract (SCC), which shall hold over the Detailed Technical Specifications which shall hold over the General Terms & Conditions. Therefore, bidders are advised to quote as per SOQ only.
2. Bidders shall thoroughly go through the detailed schedule of rates (SOR)/SOQ and technical specifications as given in the tender document & quote accordingly
3. In case of any discrepancy in description and unit of measurement (UOM) of PO line items and Schedule of Quantities/SOR in tender attachment, Description and unit of measurement of SOQ/SOR of tender attachment will supersede.

Indian Strategic Petroleum Reserves Limited
Visakhapatnam.

SCHEDULE OF RATES (SOR) -
TENDER NO. ISPRL/VSP/PR-08/26-27/QRA, HAZOP/T03 dated --.--.2026

Name Of The Work:- To Carrying out Quantitative Risk Analysis, HAZOP, HIRA and Safety Perception Survey at ISPRL, Visakhapatnam

Name of the Contractor					
Order Line Number	**Item Description**	**Quantity in numbers (A)**	**UOM (B)**	**Unit Rate, ₹ (C)**	**Total Cost,₹ D = A x C**
1	Conduct QRA Study	1			₹ -
2	Conduct HAZOP study for all P&ID's (52 no's)	1			₹ -
3	Conduct Safety Perception Survey	1			₹ -
4	Conduct HIRA Study for all the activities, conduct a 2-day workshop to staff for training and imparting hands-on experience.	1			₹ -
5	Training (Optional) - Half Day QRA Awareness Training Session	1			₹ -
6	Training (Optional) - HAZOP Competency Training workshop for (2 days)	1			₹ -
	Total Cost in figs (exclusive of taxes), ₹				**₹ -**
Total Cost in words (exclusive of taxes), ₹					
NOTE:	**Cost towards Travel (out station and local), Lodging, Boarding and Food for Site Visit to be included in Quotation don't show separately.**				

PAYMENT TERMS:

1. On completion of kick off meeting at the site and finalization of minutes and bar chart submission for activities completion acceptance by ISPRL: 10% of PO value
2. On submission of draft report of all the activities (QRA / HAZOP / HIRA / Safety perception survey) : 45% of PO value
3. On submission of final report with number of hard / soft copies, as per details mentioned elsewhere in this document: 45% of PO value