

**INDIAN STRATEGIC PETROLEUM RESERVES LIMITED**  
(A wholly-owned subsidiary of OIDB),  
Ministry of Petroleum & Natural Gas  
OIDB Bhawan, 3rd Floor, Plot No.2, Sector-73, Noida-201301



**TENDER NO: ISPRL/HO/PDR/O&M/25-26/02**

**BIDDING DOCUMENT FOR OPERATION & MAINTENANCE SERVICES  
FOR  
STRATEGIC PETROLEUM RESERVES  
AT  
PADUR, KARNATAKA**

## **INDEX**

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

<b>S. No.</b>	<b>Description</b>	<b>Page No.</b>
1	Cover Page	1
2	Index	2-3
3	Cover Note for ISPRL Padur	4-5
4	Notice Inviting Bid	6-14
5	Instructions to Bidders (ITB)	15-21
6	E-tendering Methodology (Annexure-1)	22-24
7	General Conditions of Contract (GCC)	25-38
8	Integrity Pact	39-45
9	Format of BG-Security Deposit (Annexure-2)	46-48
10	Scope of Work / Technical Specifications	49-73
11	Schedule of Rates	74-75

**NOTICE INVITING TENDER FOR OPERATIONS & MAINTAINENCE SERVICES AT  
INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), PADUR  
THROUGH PUBLIC/OPEN TENDER**

Tender No	ISPRL/HO/PDR/O&M/25-26/02 dated 19.01.2026
Brief Description of the requirement	TENDER FOR OPERATION & MAINTENANCE SERVICES AT ISPRL PADUR
Bid type	Two bid system
Mode	Online through <a href="http://www.isprl.ewizard.in">www.isprl.ewizard.in</a>
Offer Validity	120 days from bid closing date
Pre-Bid Conference	<b>03.02.2026 at 11:00 hrs.</b> The bidders may attend the meeting in person at HO/Padur site of ISPRL and through on-line mode. All bidders are requested to send their e-mail address so that link can be shared with interested bidders.
Tender Document Submission Date	<b>09.02.2026 @ 15:00 hrs</b>
Date /time of Technical Bid Opening	<b>09.02.2026 @ 15:30 hrs</b>
Contract Period	1+1 year from the date of issue of LOA/Order
EMD	Rs. 17,50,000 /-(BG is also acceptable)
SD cum PBG	10% of total Contract value (BG is also acceptable and shall be submitted within 15 days of order and BG shall have validity till completion of Defect Liability Period plus three months for claim period)
DD shall be drawn in favour of "ISPRL Noida"	
For Queries Contact	Navendu <a href="mailto:proleader-ho@isprlindia.com">proleader-ho@isprlindia.com</a> /+91-0120-2594639/+91-9449972571
Bidders are informed to check tender link on ISPRL website <a href="https://www.isprlindia.com/tenders.asp">https://www.isprlindia.com/tenders.asp</a> replies to queries raised during pre-bid meeting, any clarifications, corrigendum, addendum etc.	
Address to submit the EMD etc	Chief Manager (Materials) Indian Strategic Petroleum Reserves Limited OIDB Bhawan, 3rd Floor, Plot No. 2, Sector - 73 Noida - 201301, Uttar Pradesh, India Email: <a href="mailto:proleader-ho@isprlindia.com">proleader-ho@isprlindia.com</a> Tel: +91-120-2594639 Mob: + 91-9449972571 (Please mention tender number on the envelop)

# **COVER NOTE FOR OPERATIONS & MAINTENANCE SERVICES FOR STRATEGIC PETROLEUM RESERVES AT PADUR**

## **1.0 ISPRL DETAILS**

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

Under Phase – I of the Strategic Petroleum Reserves, ISPRL has constructed 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).

### **1.1 Details of ISPRL Padur Facility**

ISPRL at its Padur facility has Four identical caverns for storage of crude oil storage capacity of 2.5 MMT. These rock caverns are located at the Padur Village in the Udupi District of Karnataka.

The storage capacity of each cavern's unit is approx. 6,25,000 MT respectively. Associated above ground facilities / systems are as below:

1. Crude receipt system through metering
2. Seepage water circulation system through ETP.
3. Nitrogen purging system
4. Flare system
5. Boiler system for heating of crude
6. Crude pumping out system including submersible Crude pumps / booster pumps
7. Piping manifolds
8. TFMS (Tank farm management system for measuring levels of crude in the caverns
9. DCS based plant automation system
10. Firefighting system including fire tenders
11. Utilities including Electrical system and instrument air system
12. Other facilities / equipment's including quality control and ambient air / sub soil water monitoring system

Crude oil for storage in the caverns is received through Ocean tankers at Mangalore port through a Single Point Mooring (SPM) of MRPL. The SPM is connected to Cavern facility through a 48" pipeline to intermediate valve station (IVS) located at Thokur, Mangalore and a 42" line (36 KM) from IVS to Padur Caverns. The intake and discharge of crude oil is handled through 48" & 42" lines via intermediate valve station (IVS) which connect Padur cavern to SPM and Mangalore Cavern.

## **2.0 BRIEF DESCRIPTION OF TENDER**

**2.1** ISPRL proposes to engage experienced agency(ies) to independently secure Operation and Maintenance of its Padur facilities as per safe practices laid down in OISD Standards, PESO Rules and other statutory requirements.

**2.2** Tender shall be having two Parts for the purpose of bidding as follows:

Part A – Lump sum fixed monthly charges towards Operation & Preventive Maintenance and minor break down maintenance activities of the facilities.

Part B – Schedule of Rates (SOR) for availing various works / services towards major break down activities / additional works (Not covered in part-A of the contract).

Part A covers Services towards Operations of the Site, carrying out Preventive Maintenance activities as per scope of this contract, regular troubleshooting, minor breakdown maintenance for Mechanical, Electrical & Instrumentation jobs. Lump sum fixed monthly charges shall be paid towards these services to the successful bidder.

Part B covers all the non-routine / major maintenance jobs excluding Preventive Maintenance (PM), minor break down maintenance covered under Part-A. The jobs shall be carried out under various schedule of rates, awarded to the successful bidder.

## **NOTICE INVITING BID FOR OPERATIONS & MAINTENANCE SERVICES AT ISPRL PADUR**

### **1.0 BRIEF SCOPE OF WORK**

O&M Service Provider scope shall include overall control (on behalf of ISPRL) of Operations and Maintenance (O&M) of the Rock Caverns along with allied facilities by engaging experienced personnel, ensuring hands-on work utilizing manpower. Scope of work also includes preparation of draft technical specifications and purchase requisition for procurement of spares / services for carrying out minor / major maintenance works required to be carried out at site w.r.t O&M of the site. Bidder shall also be responsible for coordinating execution of these works after placement of orders by ISPRL. Bidder shall also be responsible for management / servicing of IT infrastructure and stores management at site. Bidder will also assist in preparation of PRs , floating the tenders / technical and price evaluation for AMC tenders and other maintenance works not covered under this tender.

O&M Service Provider shall secure operations of ISPRL SPR facilities at Padur including receipt of crude from SPM of MRPL / MRPL / ISPRL Mangalore site, storage of crude in underground caverns, Continuous monitoring and removal of seepage water from caverns and treating it in the ETP and circulating the treated water back to caverns / use for the site, Operating Nitrogen blanket system / flare system including LPG handling , periodic runs of submersible crude oil pumps / lube oil pumps , delivery of crude oil to Ocean tankers through MRPL SPM / MRPL/ ISPRL Mangalore SPR facility as required. Service provider shall also operate Firefighting system installed for the station including fire tender. Scope of work also includes monitoring of operations through DCS system, monitoring of CCTV system and other systems required to operate the facilities.

O&M Service Provider shall secure Preventive Maintenance and minor break down maintenance activities (excluding activities which are under the scope of OEM's as defined in scope of work) at the station as per scope of work including mechanical, electrical and instrumentation jobs.

The Service provider shall also maintain & operate Utilities including electrical sub stations and other facilities / systems to support cavern operations on continuous basis.

O&M service provider shall also ensure safe Operating and maintenance practices and SOP's as laid down by OISD Standards and PESO Rules which are revised from time to time.

Bidder shall also arrange to coordinate with OEM's for carrying out maintenance activities (preventive maintenance, minor and Major maintenance activities) under the scope of work of OEM's as stipulated in scope of work.

Lump sum fixed monthly charges shall be paid towards these services to the successful bidder for ISPRL Padur.

## **2.0 BID -QUALIFICATION CRITERIA**

### **2.1 TECHNICAL CRITERIA**

#### **DEFINITION OF SIMILAR WORK:**

Definition of "Similar Work" is as follows:

The Bidder should have independently carried out Operation and Maintenance activities of Rock Cavern site including operating and maintaining the rock cavern and associated facilities in India including operation of Flare, Effluent Treatment Plant (ETP), TFMS & other support systems for a period of at least 12 months in last 07 years ending last day of month previous to the one in which tender is invited.

**OR**

The Bidders should have independently carried out Operation and Maintenance of POL / Crude Oil terminal in India, having a storage capacity of minimum 2,00,000 KL and having Effluent Treatment Plant (ETP) system for a period of at least 12 months in last 07 years ending last day of month previous to the one in which tender is invited.

#### **PROVEN TRACK RECORD:**

The bidder shall have experience of having successfully completed similar work/s during the last 7 years in India, ending on last day of the month previous to the one in which tender is invited. The value of the similar work/s completed (proof of completion to be submitted) should be as follows:

#### **A. FOR NON-MSE BIDDERS (NON-MICRO & SMALL ENTERPRISES):**

	One similar work of total value not less than	Two similar works EACH of value not less than	Three similar works EACH of value not less than
	(Rs. in Lakhs)	(Rs. in Lakhs)	(Rs. in Lakhs)
Qualification Criteria	<b>425</b>	<b>340</b>	<b>255</b>

#### **B. FOR MSME BIDDERS:**

	One similar work of total value not less than	Two similar works EACH of value not less than	Three similar works EACH of value not less than
	(Rs. in Lakhs)	(Rs. in Lakhs)	(Rs. in Lakhs)
Qualification Criteria	<b>361</b>	<b>289</b>	<b>217</b>

**Notes:**

- I. Independently carried out Operation and Maintenance shall mean direct work order from Owner of the facility for carrying out operation and maintenance of the facility on a single point responsibility. The bidders are required to submit experience certificate of both operation and maintenance as a single point responsibility in single order from Owner of the facility.
- II. The bidder who has supplied manpower for Operation and Maintenance work but has not independently executed Operation and Maintenance as a single point responsibility under work order from Owner shall not be considered for technical evaluation.
- III. Operation & Maintenance experience of a bidder for its own plant (i.e. Rock Cavern site including operating and maintaining the rock cavern and associated facilities in India or Operation and Maintenance of POL / Crude Oil terminal in India, having a storage capacity of minimum 2,00,000 KL) can be considered as experience for the purpose of meeting requirement of BQC of the tender. In such cases, criteria of three / two / single work order mentioned under BQC is not required, however Bidder has to submit credentials / documents related to successful Operation and Maintenance of its own Plant / Rock cavern duly certified by its CEO/ Company Secretary. Such list of documents shall be Audited Financial Statement including Auditors reports, Audited Balance Sheet, Profit & Loss Account, Notes, Annexures (if any) etc.

## **2.2 FINANCIAL CRITERIA**

The bidder should have achieved a minimum Average Annual Financial Turnover during the last 3 years, ending 31st March 2025 (i.e. average of FY 2022-23, 2023-24 & 2024-25) as per below table:

### **A. FOR NON-MSE BIDDERS (NON-MICRO & SMALL ENTERPRISES):**

	Average Annual Turnover Criteria (in INR Lakhs)
Qualification Criteria	510

### **B. FOR MSME BIDDERS:**

	Average Annual Turnover Criteria (in INR Lakhs)
Qualification Criteria	434

**Notes:**

- I. Net worth of the bidder should be positive in the immediate previous financial year.
- II. The bidder is required to upload financial statement of last three years which are duly certified by the statutory auditor.
- III. **Purchase preference to MSME bidders:** Subject to meeting terms and conditions stated in the Tender document including but not limited to Bid Qualification Criteria, twenty five percent of the total quantity of the tender is earmarked for the registered MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within the price band of L1+15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15 percent and matches the L1 price, the supply may be shared proportionately.

Sl. No.	Type of Tender	Price quoted by MSE	How the tender shall be finalized
1	Can be split	L1	Full order on MSE
2	Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
3	Cannot be split	L1	Full Order on MSE
4	Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L 1 price

### **3.0 DOCUMENTATION IN SUPPORT OF MEETING PRE-QUALIFICATION CRITERIA**

- 3.1** Bidder shall submit all necessary documentary evidence such as copies of work order(s) and Completion Certificate issued by Client / Owner/ contract agreement(s) clearly indicating scope of work and value of the contract, copies of Purchase Orders, Complete audited annual financial statements including audit reports, balance sheets, profit & loss account statements and all other notes & schedules etc. for the immediate preceding three financial years, in the first instance itself in support of their fulfilling Bidder's Qualification Criteria. ISPRL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- 3.2** All supporting documents furnished by the bidder in support of meeting the technical criteria of BQC shall be duly notarized by Notary public.

- 3.3** With regards to financial documents, the bidder is required to submit financial statement of three years which are duly certified by the statutory auditor.
- 3.4** In case audited annual financial statements including balance sheets and profit and loss account for the immediately preceding financial year is not available for bid closing date, the Bidder has an option to submit the same for the three previous years immediately prior to the last financial year.
- 3.5** Submission of authentic documents is the prime responsibility of the bidder. Wherever ISPRL has concern or apprehension regarding the authenticity/correctness of any document, ISPRL reserves the right of obtaining the documents, cross verifying from the document issuing authority.
- 3.6** Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings failure to do so or the bidder is under, court receivership or similar proceedings, their bids shall not be considered.
- 3.7** Bidder shall not be on Holiday/ Suspension/ banning list of OWNER / Administrative Ministry (MOPN&G).
- 3.8** Bidder to submit details of person holding the position of HO Coordinator presently at its Head Office in the Technical Bid regarding Bidder.
- 3.9** Bidder to also submit detailed organogram about its company.
- 3.10** Service provider shall also submit along with technical bid, their action plan to deploy necessary resources for providing O&M services as per the tender. If ISPRL is not satisfied with the documentation submitted by the bidder, their bid may be rejected.
- 3.11** Bidder shall also submit signed copy of tender documents towards their acceptance to all such conditions.
- 3.12** The bidder shall furnish along with his bid, documentary evidence to substantiate his claim for meeting the qualification requirement as specified at Para 2.0 above. This documentation shall include but not be limited to the following details pertaining to projects completed by bidder for qualification:
  - a) Type of contract
  - b) Contract Agreement/ relevant pages of contract
  - c) Completion certificates with Satisfactory performance from the client/owner
  - d) Letter from Clients

**3.13** In the event of bidder's failure to meet the above, ISPRL reserves the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.

#### **4.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:**

**4.1** Bidder shall furnish Bid Security online through Multi-banking Payment Gateway on e-Tendering website for submitting bid.

**4.2** ISPRL shall not pay any interest on Bid Security furnished.

**4.3** EMD/ Bid securities of unsuccessful bidders will be returned online within 45 days upon placement of order/ issue of Sale Latter. In case of the successful Bidder, the same will be returned online after the order/contract is effective and Contract Performance Bank Guarantee & Security Deposit is submitted. 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 online at the earliest from the date of such decision.

**4.4 The Earnest Money Deposit/ Bid Security shall be forfeited, if the bidder withdraws his bid during the period of bid validity or submits multiple bids / alternative bids**

**4.5** Bids without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

**4.6** There will be no waiver of EMD for Public Sector Undertakings of Central / State Government Undertakings or any other bidder. However, Micro or Small Enterprises registered with District Industries Centers 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 MSE.

#### **5.0 TIME PERIOD**

The time period for the contract of providing Operation & Maintenance services for ISPRL Padur shall be 12 Months from date of LOA or instructions to start Operation & Maintenance services at site, whichever is later. This may be further extended with mutual consent by a period of 12 months on the terms and conditions of the original contract. Actual start date of O & M Services shall be intimated to the bidder either in the LOA or at a later date through a separate communication.

Bidders may please note that ISPRL at its sole discretion may also close the contract within period of 12 months, however in such case, a notice of 2 months in advance shall be given to the service provider for phase wise demobilizing the manpower and handing over the facility to ISPRL.

## **6.0 SUBMISSION OF BID & VALIDITY**

- 6.1** 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 enroll 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.
- 6.2** Bidders in their own interest are requested to enroll 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.
- 6.3** 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.
- 6.4** 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.
- 6.5** Bid shall remain valid for a minimum period of 120 days from due date of submission of Bid.

## **7.0 SALIENT FEATURES ARE AS FOLLOWS**

**7.1** Bidding Document Number: **ISPRL/HO/PDR/O&M/25-26/02**

**7.2** Earnest Money Deposit/ Bid Security: **INR 17,50,000 (Rupees Seventeen Lakh Fifty Thousand only)**

## **8.0 GENERAL**

- 8.1** The complete Bidding Document is available on e-Procurement Portal (website: <https://isprl.ewizard.in>). Corrigenda/Addenda/ Amendment, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document has not been altered or modified.
- 8.2** Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder who have not downloaded the bidding document will be rejected.

- 8.3** Bids not received by the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 8.4** ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation & uploading of their bids, site visit and other expenses incurred during bidding process.
- 8.5** ISPRL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.
- 8.6** In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 8.7** Various links such as "Help for Service Provider", "Information about DSC", "FAQ", "Resources required", "Bidders Manual Kit" etc. are available on home page of <https://isprl.euniwizarde.com> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
- 8.8** Request for extension in due date of submission of bids due to non-registration or delayed registration in e-procurement portal shall not be entertained.
- 8.9** Bidders may view the Bid opening through e-Procurement Portal i.e. <https://isprl.ewizard.in> or may witness the bid opening in ISPRL, Noida.
- 8.10** Consortium/Joint bids/ multiple bids / alternative bids shall not be accepted.
- 8.11** ISPRL reserves the right to reject any or all the Bids and to annul the Bidding process at its discretion without assigning any reason whatsoever at any time prior to award of contract, without thereby incurring any liability towards the Bidder.
- 8.12** For detailed specifications, terms & conditions and other details, refer Bidding Document.

**8.13** Contact person for Tender related queries:

**Chief Manager (Materials)**  
ISPRL, HO, OIDB Building 3rd Floor  
Sec-73, NOIDA – 201301  
Email: [procleader-ho@isprlindia.com](mailto:procleader-ho@isprlindia.com)  
Tel: +91-120-2594639  
Mob: + 91-9449972571

**8.14** Contact person at site:

**Head site, ISPRL Padur**  
Po: Padur, via Kaup,  
Dist. Udupi-574106, Karnataka  
Contact No:0820/2556817/818  
E-mail [headsite-padur@isprlindia.com](mailto:headsite-padur@isprlindia.com) /  
[padur@isprlindia.com](mailto:padur@isprlindia.com)

# INSTRUCTIONS TO BIDDERS

## 1.0 INTRODUCTION

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

## 2.0 COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings and site visit) shall be to Bidder's account and ISPRL will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

## 3.0 SITE VISIT

- I. Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- II. The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection ,but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect here of and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- III. Bidder may contact Head Site, ISPRL Padur for the purpose of necessary site information or forward their queries to [headsite-padur@isprlindia.com](mailto:headsite-padur@isprlindia.com) / [padur@isprlindia.com](mailto:padur@isprlindia.com).

## 4.0 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.
- II. Bidding documents once issued are non-transferable in any other name.

## **5.0 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

## **6.0 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.

## **7.0 LANGUAGE OF BID**

The Bid and all correspondence concerning the Bid shall be in English Language. For supporting documents and printed literature submitted in any other language, an equivalent English translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English translation shall govern.

## **8.0 COMPLIANCE TO BID REQUIREMENT**

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

## **9.0 PREPARATION/SUBMISSION OF e-BIDS**

- 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.
- 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.

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

- I. MSE certificate (if applicable)
- II. Power of Attorney in favor of Bid Signatory
- III. Separate booklet consisting document against Bidder Qualification Criteria (Technical & Financial)  
**(Note: The above shall be loaded in “PREQUAL/TECHNICAL” folder in e-tendering portal)**

**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.

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

**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. Deviations to terms and conditions, presumptions, overwriting etc. shall not be stipulated in Price part of bid.

**9.5.2** 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)**

## **10.0 BID PRICES**

- I. Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity which could be reasonably implied/ inferred from the contents of the Bidding Document then the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- II. The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document.
- III. **Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract period (including the extended period) and will not be subject to variation on any account.**
- IV. Alternative bids will not be considered.

## **11.0 BID VALIDITY**

- I. Bid shall remain valid for a minimum period of **120 days from due date** of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or vary the Bid given or any term thereof without written consent of ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the EMD of the bidder shall be forfeited and the bid shall be rejected.
- 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.

## **12.0 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 Letter. In case of the successful Bidder, the same will be returned after the order/contract is effective and Contract Performance Bank Guarantee & Security Deposit is submitted. 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 Centers 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 in Original in sealed envelope must be submitted

## **13.0 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

## **14.0 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

## **15.0 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.

## **16.0 MODIFICATION AND WITHDRAWAL 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

## **17.0 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 bid is determined to be technically and commercially acceptable by ISPRL shall be opened.
- e. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening

## **18.0 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. Conditional discount, if offered, shall not be considered for evaluation.
- IV. Any uncalled-for lump-sum/percentage or adhoc reduction/increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.
- V. The bid evaluation will be done and awarded on **L1** Basis.

## **19.0 UNSOLICITED POST TENDER MODIFICATION**

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical /commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner.

## **20.0 CONTACTING ISPRL**

Bidders are advised not to contact ISPRL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence ISPRL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

## **21.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID**

ISPRL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for ISPRL action.

## **22.0 NOTIFICATION OF AWARD**

Successful L-1 Bidder, 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.

## **23.0 CONTRACT AGREEMENT**

The Contract document shall consist of the following:

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

## E-TENDERING METHODOLOGY

### 1. 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>

### 2. REGISTRATION

- I. Bidders are required to enroll 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 to the e-procurement agency of ISPRL.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. 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.
- IV. 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.
- V. 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.

### 3. SEARCHING FOR TENDER DOCUMENTS

- I. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.

- II. Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **4. PREPARATION OF BIDS**

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through 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.
- III. 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 XLSX format without altering any contents of the formats uploaded in their Bidding Document.**
- IV. 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, 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.

#### **5. SUBMISSION OF BIDS**

- I. 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.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- III. 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.
- IV. 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.
- V. 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.
- VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VII. 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.
- VIII. 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.

Any queries relating to the process of online bid submission or queries relating to e-Procurement Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060.

# GENERAL CONDITIONS OF CONTRACT

## 1.0 PRELIMINARY

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

## 2.0 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 Dy. C.E.O. shall be the final and the Service Provider shall abide by the decision.

## 3.0 SCOPE OF WORK / TECHNICAL SPECIFICATION

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

## 4.0 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 "**Dy. C.E.O.**" shall mean the Dy. Chief Executive Officer of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED.
- V. The "**Contract**" between ISPRL and Service Provider shall mean and include all documents like enquiry, tender submitted by the Service Provider and the letter of acceptance issued by ISPRL.

VI. "**The Service Provider**" or "**O&M Operator**" or "**O&M Service Provider**" means the person or the persons, firm or Company whose tender has been accepted by ISPRL and includes the Service Provider's legal heirs, representative, successor(s) and permitted assignees.

VII. The "**Documents**" shall include Bid documents submitted by the SERVICE PROVIDER,

VIII. The "**SERVICES**" shall mean the operation and maintenance services described in this tender document.

IX. "**ISPRL**" means the **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED** incorporated in India having its Head Office at **OIDB Bhawan, 3<sup>rd</sup> Floor Plot No.2, Sector - 73, NOIDA-201301, 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. The "**ENGINEER – IN – CHARGE (EIC)**" shall mean Head Site of ISPRL Padur

XIII. "**BREAKDOWN MAINTENANCE**" - A breakdown is defined as failure of an equipment or facility that may lead to disruption of production and which can be attended by troubleshooting and corrective action with use of contracted manpower service and without any additional resource. Any replacement of spares / consumable for this shall be supplied by ISPRL if it is not specified in the contract

XIV. "**PREVENTIVE MAINTENANCE**" - Preventive maintenance is defined as a maintenance technique that is performed at a fixed time intervals on an equipment to lessen the likelihood of its failure. Preventive maintenance is carried out while the equipment is still working, with the objective that it does not break down unexpectedly

XV. **PREDICTIVE MAINTENANCE** - Predictive maintenance can be defined as a maintenance technique designed to help determine the condition of in-service equipment in order to predict when maintenance should be performed. This approach promises cost savings over routine or time-based preventive maintenance, because tasks are performed only when warranted

## 5.0 SUBMISSION OF TENDER

- i. The bidder shall be deemed to have fully satisfied on the correctness and sufficiency of information provided in this bid document for prices quoted in the schedule of rates.
- ii. The Rates quoted by the Bidder shall include costs and expenses of Man power supply for Operation & Maintenance services including transportation, housing, statuary expenses for manpower supply, insurance and medical facilities.
- iii. In case the bidder revokes or cancels the tender or varies any of terms of the bid without the Consent of ISPRL in writing, the Bidder forfeits the right to the refund the Earnest Money paid along with the bid.
- iv. The Service Provider 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 Service Provider shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area.
- vi. **Service Provider shall not be entitled to sublet, sub contract or assign the work under this Contract.**
- vii. 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.

## 6.0 SECURITY DEPOSIT:

- i. The bidder, with whom the contract is decided, will have to make a security deposit of Ten percent (10%) of the total contract value in the form of Bank Guarantee (BG) towards the Security Deposit. Such BG shall be valid up to a period of 3 months beyond the expiry of Contract Period. ***The Performa for submission of Bank Guarantee for submission of security amount is attached as Annexure-2.***
- ii. Security Deposit would also be accepted by way deduction of Security amount of 10% from each Running bills however in such cases an amount equivalent to 2.5% of the contract value shall be deposited as a security deposit before commencement of work.
- iii. The Security Deposit shall be held by ISPRL as security for the due performance of the O&M Service Provider obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon ISPRL to utilize the Security Deposit in preference to any other remedy which ISPRL may have, nor shall be construed as confining the claims of ISPRL against the O&M Service Provider to the quantum of the Security Deposit

- iv. **LIMITATION OF LIABILITY: The overall liability of the O&M Service Provider in this contract is limited to 100% of the value of the Work Order under this Contract.**
- v. In case of any event which mandates the encashment of security deposit bank guarantee, the O&M Service Provider will be intimated and provided with a cure period for rectifying the defect. ISPRL decision regarding the cure period shall be treated as final and binding on the O&M Service Provider.

## **7.0 DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER**

### **7.1 EMPLOYMENT LIABILITY BY THE SERVICE PROVIDER**

- i. The Service Provider shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the Service Provider shall be on Service Provider's payroll. All disputes or differences between the Service Provider and his/their employees shall be settled by Service Provider.
- ii. The Service Provider 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 SERVICE PROVIDER shall deposit "Employees" and "Employers" contributions in the designated account with the designated Authority every month of all the employees. The SERVICE PROVIDER 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).
- iii. The establishment of the SERVICE PROVIDER shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 (if applicable) and the SERVICE PROVIDER 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 all labor employed by him for the execution of the contract.
- iv. On receiving information of any breach, non-fulfillment and/or non-observance by the SERVICE PROVIDER and/or his sub-Service Providers and other agencies engaged by him in connection with the Works or any of the provisions or requirements of any of the Labor Laws, rules and regulations and/or as to the inaccuracy of any of the returns or statements furnished by the SERVICE PROVIDER and/or his sub-Service Providers and/or any records or accounts maintained by any of them with respect to which the OWNER as the principal employer or otherwise can have a liability, the OWNER shall be entitled to deduct from the Bills and any amounts due or becoming due to the SERVICE PROVIDER, under this or other contract(s) with the SERVICE PROVIDER, any sum(s) required or estimated to be required, in its judgment which shall be final and

binding on the SERVICE PROVIDER, for making good or compensating for the liability or possible liability of the OWNER by reason of the said breach, non-fulfillment or nonobservance and/or inaccuracy aforesaid.

- v. ISPRL has no liability whatsoever concerning the employees of the Service Provider. The Service Provider 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 Service Provider shall make regular payment of wages and on any complaint by any employee of the Service Provider or his sub-Service Provider regarding non-payment of wages, salaries or other dues, ISPRL reserves the right to make payments directly to such employees or sub-Service Provider of the Service Provider and recover the amount in full from the bills of the Service Provider and the Service Provider shall not claim any compensation or reimbursement thereof. The Service Provider 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-Service Provider.
- 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 personnel every month and also wages shall be remitted in their bank accounts on or before 07<sup>th</sup> of every month without waiting for clearance of bills from ISPRL.
- vii. The Service Provider shall advise in writing or in such appropriate way to all of his employees and employees of sub-Service Providers and any other person engaged by him that their appointment/employment is not by ISPRL but by the Service Provider and that their present appointment is only in connection with the Operation and Maintenance contract with ISPRL and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with ISPRL either temporarily or/and permanent basis.
- viii. In view of specific security requirement for the Strategic Crude Oil installation and its Strictest observance, all personnel of SERVICE PROVIDER or his authorized personnel (skilled/ unskilled) are required to have **detail police verification** and Valid Original Aadhar Card 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.

## **7.2 NOTICES TO LOCAL BODIES AND STATUTORY APPROVALS**

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

works. Agencies who undertake to execute the O&M work shall ensure that work procedures and actions fully conform to all the relevant statutes, acts, laws and bye -laws applicable. Agencies who undertake to execute the O&M work shall also ensure strict adherence to National/International standards/convention requirements as well as the current editions of the codes and standards as applicable to O&M.

### **7.3 SAFETY CODE & PRACTICE**

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

### **7.4 INSURANCE**

Service Provider shall at his own expense obtain and maintain an insurance policy for their workman with following coverage through reputed Insurance Company,

#### **A: Group Personal Accident Insurance Cover**

- a. Sum Assured for each person: Minimum Rupees Ten Lakhs
- b. Area Covered: Anywhere in the world (24X7)
- c. Risk Covered: Death, Permanent Total Disablement and Temporary Total Disablement.

And

#### **B: Group Mediclaim Policy. (For the workers not covered by ESIC)**

- I. Assured coverage for each person: Minimum Rupees Five Lakhs
- II. Area Covered: Anywhere in India (24X7)
- III. Coverage: **Basic Cover including COVID-19** with Pre-existing disease since day one.
- IV. Waiting Period: Nil
- V. Cashless facility: Available anywhere in India (24X7).

- VI. In case of any medical emergency of his employees in the course of their work at ISPRL, the Service Provider shall be responsible to take care and provide all health care and assistance to his employees at his own expenses.
- VII. Copy of Such Policy Document to be submitted for ISPRL records.
- VIII. Service Provider will provide replacement of persons, if required, to ensure continuity of services

## **8.0 PAYMENT OF SERVICE PROVIDER'S BILLS**

- i. Payments will be made by ISPRL on pro-rata basis of lump sum price. The billing schedule based on break up amount to be claimed in each month on pro-rata basis of Lumpsum price shall be submitted by the Service Provider within 15 days from the receipt of DLOA / Letter of Acceptance.
- ii. Payments will be made against Running Accounts bills certified by Head Site, ISPRL Padur on the basis of billing schedule within 30 days from the date of receipt of the bill.
- iii. The final bill shall be submitted by the Service Provider within one year of the date of completion of the work in all respects. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of ISPRL.
- iv. Payment shall be tendered to the Service Provider in electronic mode (e-payment) through any of the designated banks. The Service Provider will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. ISPRL reserves the right to make payment in any alternate mode also.

## **9.0 BILLING OF WORKS EXECUTED**

- i. The Service Provider will submit a bill in approved Performa in duplicate to Head Site, ISPRL Padur of the work giving abstract of billing schedule executed during the month, before the expiry of the first week of the succeeding month. Head Site, ISPRL Padur shall verify the billing schedule within 7 days of submission of the Bill by the Service Provider.
- ii. The Service Provider shall furnish the following documents along with each running bill,
  - a. Challan/ receipt for the payment of provident fund made to the EPFO for the preceding month (s).
  - b. Challan/ receipt for the payment of provident fund made to the ESIC (if applicable) for the preceding month (s).
  - c. Challan/ receipt for the payment of professional tax (wherever applicable) for the preceding month (s).
  - d. Wage sheet in compliance with guidelines issued by Statutory Authorities.
  - e. Payments of Bonus as per applicable law

- f. Duly certified Checklist comprising of compliances from 'a' to 'e' above along with any other requirement as per applicable laws.
- iii. The Certified Billing schedule along with the supporting schedule shall be submitted to ISPRL HO, NOIDA for release of payments.

## **9.0 STATUTORY LEVIES**

- i. 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 Service Provider from appropriate authority.
- ii. The Service Provider shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- iii. The Service Providers 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 Service Provider 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 Service Providers' 'tax residency status' is currently in force.

## **10.0 PAYMENT OF CLAIMS AND DAMAGES**

In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, ISPRL is obliged to pay Compensation to a Workman employed by the Service Provider in execution of the works, ISPRL will recover from the Service Provider 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 Service Provider 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 Service Provider and upon his giving to ISPRL full security for all costs for which ISPRL might become liable in consequence of contesting such claim.

## **11.0 INSPECTION AND AUDIT OF ISPRL PLANT**

This facility is subject to inspection by various Government agencies/other agencies. The Service Provider shall extend full assistance to all the agencies in the inspection of the Plant. Fees payable to statutory authorities shall be in the scope of ISPRL.

## **12.0 SERVICE PROVIDER TO INDEMNIFY ISPRL**

- i. The Service Provider 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 Service Provider in the performance of his obligations under the contract.
- ii. The Service Provider 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 Service Provider or his sub-service Provider. Service Provider shall indemnify and keep indemnified ISPRL against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## **13.0 ISPRL'S PERSONNEL AND PROPERTY**

ISPRL shall be liable for and shall indemnify O&M Service Provider, the participants and deployed personnel from and against all claims in respect of any death or injury of ISPRL's own or contracted personnel and any damage to ISPRL's property in each case caused by or arising out of the performance any contract awarded by ISPRL.

## **14.0 THIRD PARTY AND THIRD-PARTY PROPERTY**

Third party liability insurance shall be provided by ISPRL for liability arising from all operations of facility including accidental / similar liabilities. The policy shall include coverage for premises, stocks and operations & maintenance. **It is expressly the term third party shall mean and include any person other than that employed by O&M Service Provider.**

Apart from complying with the various expressed conditions it is necessary for the O&M Service Provider to take reasonable precautions.

- i. For safety of the property insured by ISPRL
- ii. In deployment of manpower
- iii. To prevent
  - (a) Injury to the manpower deployed by O&M Service Provider in the premises
  - (b) Loss or damage to the property of ISPRL
- iv. To allow the insurer's access to examine the insured's premises plant and equipment
- v. To minimize loss in the event of an accident

## **15.0 TERMINATION OF CONTRACT**

- i. ISPRL may terminate the contract at any stage of the Operation and Maintenance for reasons recorded in the letter of termination. In case where ISPRL terminates the contract (For any reasons not attributable to the Service Provider like -if the services

of O&M Service Provider are not required / any alternate arrangements are placed) then ISPRL shall give a prior notice of 60 days to enable the O&M Service Provider to demobilize its manpower. During this notice period, ISPRL shall remunerate the monthly charges for the service rendered during this period.

- ii. ISPRL may terminate the Contract for any or all of the following reasons that the Service Provider
  - 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 term's acts, matters or things under this Contract to be observed and performed by the Service Provider.
  - 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 Service Provider and to appropriate the same towards the amounts due and payable by the Service Provider as per the conditions of Contract and return to the Service Provider excess money, if any, left over.
- iv. The Service Provider within or at the time fixed by ISPRL shall depute his authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the Service Provider fails to depute their representative for joint measurement, ISPRL shall take the measurement with their ISPRL or any other outside representatives. Such a measurement shall not be questioned by the Service Provider and no dispute can be raised by the Service Provider for purpose of Arbitration.
- v. When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Service Provider shall not have any right to claim compensation on account of such termination.

- vi. When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Service Provider shall not have any right to claim compensation on account of such termination.
- vii. Upon termination of the Contract, ISPRL shall be entitled at the risk and expense of the Service Provider by itself or through any independent Service Provider or partly by itself and/or partly through independent CONTRACTOR(s) to complete and/or get completed to its entirety the work as contemplated in the scope of work and to recover from the Service Provider in addition to any discounts, compensations or damages that the OWNER may in terms hereof or otherwise be entitled (including price discount within the provisions of price discount and liquidated damages) to the difference between the amounts as would have been payable to the Service Provider in respect of the work(s) and the amount actually expended by the OWNER for completion of the entire work(s) as aforesaid together with 5% (five per cent) of the said amount expended by the OWNER for completion of the entire work(s) to cover OWNER's additional administrative and supervision charges, and in the event of the latter being in the excess of the former, the OWNER shall be entitled (without prejudice to any other mode of recovery available to the OWNER) to recover the excess from the Security Deposit or any monies due or becoming due to the Service Provider.

## **16.0 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 Service Provider/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 Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. The work under the Contract shall, however, continue during the Arbitration no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- vii. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.
- ix. **Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.**
- x. The Contract shall be governed by and construed 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.

## **17.0 SECRECY**

Neither the Owner nor the O&M Service Provider nor their personnel, agents nor any Sub-Service Provider shall divulge to any one any information designated in writing as confidential and obtained from the disclosing party during the course of the execution of Works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient to the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the Works or in the event of termination pursuant to the provisions of the Contract, O&M Service Provider shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the O&M Service Provider by or on behalf of the Owner or prepared by the O&M Service Provider solely for the purpose of the performance of the Works, including all copies made thereof by the O&M Service Provider.

## **18.0 FORCE MAJEURE**

- i. The term "Force Majeure" as employed herein shall mean events beyond the control of two parties including but not limited to act of God, revolt, riot, labor strike, fire, flood, war, typhoon and Acts and Regulations of respective Governments of the parties directly affecting the performance of contract.
- ii. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, other than the obligation to make payments due and payable under this Contract except when ISPRL is physically prevented by a Force Majeure event from making payment, in which case the obligation shall be suspended, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay which is caused by such Force Majeure event.
- iii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. The party who has given such notice shall be excused from the performance or timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and to fulfill its obligation under the Contract. In case of suspension of services due to Force Majeure, Service Provider shall be paid by ISPRL.
- v. If suspension of works due to Force Majeure remains for more than an aggregate of 7 (Seven) days from the commencement of suspension of work then Service Provider shall be compensated for the idling of manpower resources based on monthly payments on pro-rata basis.

- vi. Delay or non-performance by a party hereto caused by the occurrence of any event of Forte Majeure shall not;
  - a. Constitute a default or breach of the Contract,

OR
  - b. Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of an event of Force Majeure.

## **19.0 TAX REVISION**

Any new/fresh taxes or variation in rate of taxes after date of submission of tender, levied by Government of India and relevant State Governments, if applicable, shall be paid by ISPRL upon submission of notification appeared in Government Gazette and production of documentary evidence for remittance of such new taxes.

## **20.0 CHANGE IN LAW:**

“Change in Law” will mean the occurrence or coming into force or any of the ‘following after the Agreement Date:

- I. The enactment of any new applicable law including but not limited to the substitution of any existing law by another;
- II. The repeal, modification/amendment or re-enactment of any existing applicable law;
- III. A change in the interpretation or application of any law by a court of competent jurisdiction;
- IV. Directive or notification by any governmental agency which has a force of applicable law;
- V. Applicability of any applicable law over an area where it was not applicable;
- VI. Any change in the rates of any of the taxes or the imposition of any new taxes;
- VII. After the date of grant of any Consent relating to the facility, a change in the terms and conditions attaching to such a Consent or the attachment of any new terms or conditions or such Consent ceasing in part or in whole to remain in full force and effect;
- VIII. Any act of omission or commission by Government Authority, which materially and adversely affects the rights of either of the Parties.

**RELIEF UNDER CHANGE IN LAW:** If there is a Change in the Law, which substantially and adversely affects either of the Parties; Either Party may, by written notice, request amendments to the Agreement on the basis of mutual discussions between both Parties so as to place either Party in the same position as it would have been had there been no such Change in Law.

## **INTEGRITY PACT**

ISPRL has implemented Integrity Pact in line with Government guidelines. The Integrity Pact document is enclosed herewith. The said document is required to be signed in all the pages by the signatory of the bidder, who is authorized to signs the bid documents and, shall be submitted by the Bidder along with the techno-commercial bid documents. The Bidder's failure to submit the duly signed Integrity Pact shall result in the bid not being considered for further evaluation.

ISPRL has appointed following Independent External Monitors (IEMs).

**1. Shri Rajvir Singh, IA&AS (Retd)**

- Email: Rsgodara1963@gmail.com, Singhrajvir@cag.gov.in
- Mobile: +91 8700466366

**2. Shri Narla Venkata Raja Shekhar, IFoS (Retd)**

- Email: nvrajashekhar@hotmail.com
- Mobile: +91 9836332132

Bidders may raise disputes/complaints, if any, with these IEM. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. In the event of any dispute between the management and the contractor, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. The fees/expenses on dispute resolution shall be equally shared by both the parties.

## INTEGRITY PACT

### Between

Indian Strategic Petroleum Reserves Limited (ISPRL) hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "The Bidder/Contractor/Supplier"

### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder / Contractor/Supplier**

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidders(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
- e) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

---

For the Principal

---

For the Bidder/Contractor/ Supplier

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

---

For the Principal

---

For the Bidder/Contractor/ Supplier

## **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
  
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
  
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors / Suppliers and Subcontractors.
  
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 - Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
  
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO & MD ISPRL.

---

For the Principal

---

For the Bidder/Contractor/ Supplier

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the CEO & MD ISPRL within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CEO & MD ISPRL a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and CEO & MD ISPRL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

---

For the Principal

---

For the Bidder/Contractor/ Supplier

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

### **Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in Writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

---

---

For the Principal

Place .....  
(Signature/Name/Address)

For the Bidder/Contractor/ Supplier

Witness 1 : .....

Date .....  
(Signature/Name/Address)

Witness 2 : .....

**FORM OF BANK GUARANTEE**  
**IN LIEU OF PERFORMANCE SECURITY**

BG NO: \_\_\_\_\_

DATED : \_\_\_\_\_

VALID UPTO : \_\_\_\_\_

To,

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

Dear Sirs,

In consideration of Indian Strategic Petroleum Reserves Limited (hereinafter called "the Corporation" which expression shall include its successors and assigns), having awarded certain work for and relative to \_\_\_\_\_ (Name of the Project/Work) to \_\_\_\_\_ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We \_\_\_\_\_ (Name of the Bank), a body registered/constituted under the \_\_\_\_\_ Act, having our Registered Office/Head Office at \_\_\_\_\_ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
.

**AND the Bank doth hereby further agrees as follows :-**

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of \_\_\_\_\_ provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.

- ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
- iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/ undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- v) The liability of the Bank to the Corporation under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Corporation shall not discharge the Bank's liability hereunder.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
- viii) Notwithstanding anything contained herein:
  - (a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words) ;
  - (b) This guarantee/undertaking shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - (c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(ix) The Bank doth hereby declare that Shri \_\_\_\_\_ (Name of the person signing on behalf of the Bank) who is \_\_\_\_\_ (his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_.

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation : \_\_\_\_\_

Name of the Branch : \_\_\_\_\_

Dated : \_\_\_\_\_

# **SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

## **ISPRL PADUR**

### **1.0 BRIEF SCOPE OF WORK**

O&M Service Provider's scope shall include overall control (on behalf of ISPRL) of Operations and Maintenance (O&M) of the Rock Caverns along with allied facilities by engaging experienced personnel, ensuring hands-on work utilizing manpower, facilitating ISPRL in award of order for supply & services w.r.t O&M and taking responsibility of getting the contracts executed on placement of orders.

O&M Service Provider shall secure operation of cavern storage facilities, receipt of crude oil, nitrogen and all other products required for operation, storage of products, delivery of crude oil from & to ship/Cavern/MRPL, evacuation of products like LPG/HSD/Nitrogen etc. during maintenance, execution of mechanical, electrical and instrumentation maintenance jobs, movement of materials, logistics, compliance to all safe practices as laid down by OISD Standards and PESO Rules (which are revised from time to time).

O&M Service Provider shall take over the facilities at the earliest and within 45 days after award of LOA on an as-is basis after a joint inspection with ISPRL team. The O&M Service Provider will not be responsible for any defects which are attributable to the period before take over.

### **2.0 DETAILED SCOPE OF WORK**

Broadly the Scope of Work is divided into two parts (Part A and Part B)

#### **PART-A:**

Lump sum fixed monthly charges shall be paid towards services for Operation support and Preventive Maintenance (excluding scope of OEM's), regular troubleshooting, minor breakdown maintenance for Mechanical, Electrical & Instrumentation maintenance jobs covered under Part-A. Preventive Maintenance Schedule as per OISD Standard/ OEM recommendations/ Standard Practice for Maintenance is defined in following Annexures: -

**Annexure 2.2.1** - Scope for Mechanical maintenance – Preventive maintenance Schedule for ISPRL PADUR

**Annexure 2.2.2** - Scope for Electrical maintenance- Preventive maintenance Schedule for ISPRL PADUR

**Annexure 2.2.3** - Scope for Instrumentation maintenance - Preventive maintenance Schedule for ISPRL PADUR

Detailed activity sheet of PM schedule as per respective OISD Standard/ OEM recommendations/ Standard Practice shall be prepared and submitted by successful bidder after award of work to Head Site, ISPRL Padur for approval.

List of consumables to be procured by Service Provider--

1. Non-sparking tools up to size 12 mm including open spanner, Ring spanner and slogging spanner, adjustable spanner, pipe wrench, sledge hammer, etc.
2. Rustoline
3. Cotton hand gloves
4. Cotton waste
5. Emery paper
6. Electrical tools e.g. Megger, tongue tester, multi meter, earthling tester, temperature gun or any similar hand tools required for day-to-day O & M activities

## **PART-B:**

All the non-routine maintenance jobs excluding Preventive Maintenance (PM) / minor Break Down jobs shall be carried out under various schedule of rates enclosed as follows:

**Annexure-2.3:** Schedule of Rates (SOR) for various services towards additional maintenance activities for ISPRL Padur.

### **2.1 SCOPE OF WORK – OPERATION**

#### **OPERATION PHILOSPHY**

As the operation philosophy regular operation of the plant is planned in three shifts. However, most maintenance activities shall be carried out in general shift. DCS of Cavern facility & ETP shall be monitored on regular basis round the clock in three shifts for which staff comprising of Control room Officer, Field Operation Officer, DCS Operator, Field Operator etc. as required shall be deputed in all the three shifts viz. morning, evening and night.

The operation and maintenance of Electrical, Instrumentation and Mechanical work would be managed by respective discipline officers along with support of technicians, fitters. The Boiler operation and Ambient Air Quality Monitoring System (AQMS) shall be under separate supervisors, and for fire safety of the plant, a Fire and safety officer, along with firefighting technicians will be deputed, who will take care of fire and safety. Fire technicians/ field operators can be utilized for operation of Fire Water pumps and other facilities

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

- I. Carrying out Cavern Operation for Crude Receipt, Storage and Pumping out, loading of Tankers etc.
- II. Coordination with MRPL and ISPRL Mangalore during Crude transfers.
- III. Operation and maintenance of Tank Farm Management Systems
- IV. Operation of Cavern Storage Facility throughout the year i.e. 365 days with 3 shift operation except for situations beyond control.

- V. Carrying out of crude accounting after completion of internal transfers, external Dispatch etc.
- VI. Carrying out Operation of the following systems
  - a. Crude Heating/De-sludging System as and when required.
  - b. Seepage Water pumping and its treatment systems.
  - c. Water Curtain Management System.
  - d. Assistance in Hydro Geological Monitoring.
  - e. Steam and Condensate System.
  - f. Fuel oil (Diesel) System.
  - g. LPG System.
  - h. Cooling water System.
  - i. Liquid Nitrogen System.
  - j. Compressed Air system.
  - k. Flare System.
  - l. Raw Water System.
  - m. Drinking Water System.
  - n. Oily Water System.
  - o. Electrical System including Sub Stations
  - p. Effluent Treatment Plant (ETP).
  - q. Closed Blow Down System.
  - r. Rain Water Harvesting System.
  - s. EDG System.
  - t. DCS, PLC, Advanced Process Control and UPS Systems.
  - u. Fire Prevention, Alarms and Firefighting Systems.
  - v. HC, Smoke & Heat Detectors and Clean Agent systems
  - w. Ambient Air Quality Monitoring Systems
  - x. CCTV Camera System.
  - y. TFMS
  - z. Air conditioning (HVAC systems and Normal ACs)
  - aa. Communication system (PA, EPABX, LAN etc.)
  - bb. Tank Farm Management System & Custody Transfer meters.
  - cc. CP Systems (LPG & Cross-country Pipelines)
  - dd. Fire Tender

## 2.2 SCOPE OF WORK -MAINTENANCE

### MAINTENANCE PHILOSOPHY

In any running plant, breakdowns of the equipment cannot be eliminated, but these can always be minimized by adopting proper maintenance strategies. It is also well known and accepted fact that maintenance is the largest controllable factor and by adoption of better maintenance strategies the

plant availability can be ensured for maximum reasonable time period. To do so, followings maintenance strategies are to be followed for Crude oil Storage Cavern facilities at Padur:

- i. Routine / Preventive Maintenance
- ii. Minor Break Down / Shut Down Maintenance

To ensure maximum plant availability, based upon above mentioned maintenance strategies, for Crude Storage Cavern facilities of Padur, required maintenance plans have to be chalked out jointly with ISPRL. The following are some of the routine/ schedule & preventive maintenance works which would be beneficial for the bidder to understand the maintenance requirements.

### **2.2.1 SCOPE OF WORK – MECHANICAL MAINTENANCE**

The scope of work includes all activities related to Preventive Maintenance Schedule attached as Annexure 2.2.1 (including providing assistance to OEM's) and required to maintain the facility in good operating condition which also includes (but not limited to) the following as applicable:

- I. Carry out all preventive/predictive/minor breakdown maintenance of the equipment as per manufacturer recommended schedule.
- II. Alignment, lubrication, tensioning of all drives and rotating parts as required from time to time as per the details in the instruction/maintenance manuals with assistance of pump vendor as applicable as per annexure 2.2.1.
- III. Periodical checking of Motor-Pump alignment & vibrations in the pump/motor. Tools & manpower required.
- IV. Replenishment of oils in gearboxes, pumps/compressors, etc. to be carried out by Service Provider as applicable.
- V. Dismantling, servicing and re-fixing of valves of all types & materials of valves including the rubber lining resilient seat changing of valves for sizes up to 8". For valves above 8" OEM/third party support required and assistance by bidder.
- VI. Arranging Minor Welding/replacement of damaged structural/walkways operating platforms, gantries etc. – Cost of works shall be arranged by ISPRL .
- VII. Checking of Pipelines, joints, valves for any leakage etc.
- VIII. To provide assistance in all activities concerned with mandatory pressure testing and NDT testing, Product evacuation, depressurization of Tanks, testing and filling and taking online will be Service Provider's responsibility.

- IX. Checking of all Pumps, Motors, couplings etc. Application of oil / grease to all moving parts as per maintenance schedule by OEMs.
- X. Cleaning of strainers, filters, & other equipment's as per QCM Policy of ISPRL.
- XI. Necessary periodical maintenance checks on all equipment to be carried out.
- XII. The spares given for the purpose of assembly of equipment's are to have definite life period during operations. Any failure identified immediately after attending and found to be due to bad workmanship will be viewed seriously and expenditure towards this activity will be borne by the Service Provider.
- XIII. Maintenance in hazardous areas shall be strictly done with non-sparking tools, as listed in the tender document. O&M Service Provider shall maintain required type and number of tools for the purpose.
- XIV. All running maintenance/repair jobs required to keep the facility at maximum productivity level shall be carried out by the Service Provider.
- XV. Periodic checking of conditions of the equipment through visual inspection and with monitoring tools, lubrication, adjustments etc. to ensure proper performance. The various lubricants, as recommended by OEMs, required for the above shall be used as and when necessary. The O&M Service Provider shall ensure that sufficient stocks of the lubricant, Transformer oil, etc., are maintained in stock at all times.
- XVI. Carrying out maintenance jobs as and when needed, when problems/defects are noticed without any delay and without affecting the output of the Terminal.
- XVII. Periodically check and provide assistance in calibration of the various instruments and ensure their proper working.
- XVIII. O&M Service Provider shall not dump any material and any scrap both inside the premises and outside the allotted area, which will affect ISPRL's facility ambience.
- XIX. The Service Provider's scope of work includes all planned / unplanned maintenance of all equipment's at the Terminal.
- XX. In addition to this, the Service Provider's scope includes emergency maintenance of Terminal, booster station, pipeline and machinery during O&M contract period.

- XXI. Preventive Maintenance Schedule of OEM for respective equipment shall be strictly followed.
- XXII. If any non-compliance of maintenance work in the Terminal is found, then ISPRL reserves the right to recover such damages from the O&M Service Provider's running bills.
- XXIII. Service provider shall provide necessary assistance to OEM's Engineers during preventive & breakdown maintenance of Mechanical equipment (e.g. isolating of equipment / removal and fixing of small size valves / testing etc.)
- XXIV. All consumables & spares shall be provided by ISPRL other than what is in the scope of service provider as per this tender
- XXV. Necessary cold / hot work permits shall be issued by Service provider for all maintenance works

### **2.2.2 SCOPE OF MAINTENANCE – ELECTRICAL**

The scope of work includes all activities related to Preventive Maintenance Schedule attached as Annexure 2.2.2 and regular maintenance of Electrical Equipment (excluding scope of OEM's), which also includes (but not limited to) the following:

- a. MCC, Distribution boards, Meters, PB Stations.
- b. HT Motors
- c. LT Motors.
- d. HT/LT cables.
- e. Light fittings.
- f. Earth pits.
- g. Cathodic Protection systems in the ISPRL Plant area & Pipe lines

### **A. GENERAL NOTES FOR ELECTRICAL Maintenance:**

- I. Electrical Maintenance shall be in line with the **Annexure 2.2.3** ad relevant OISD / other Standards. Any replacements of spares during preventive / minor breakdown of the Equipment shall be done by Service Provider. Spares shall be provided by ISPRL.
- II. Service Provider shall carry out all general upkeep / routine inspections of electrical panels, motors, compressors, DG sets, cable trays etc. The Service Provider shall carry out all replacements of parts wherever required.
- III. Service Provider shall locate and repair cable faults. Third party shall be arranged for excavation and laying of cables including back filling. Service provider shall, however coordinate all such activities at site.

- IV. Service Provider shall carry out Checking of all Electrical fittings & ensuring their flame proof properties. Checking should conform to various OISD standards.
- V. Service Provider shall replace all illumination lamps including tube lights, GLS lamps and MLL lamps, chokes and starters in the lighting system in place of fused one. O&M Service Provider shall ensure illumination of the Terminal at all times. (All consumables & spares shall be provided by ISPRL).
- VI. O&M Service Provider shall replace HRC fuses, indicating lamps in the MCCs / Distribution Boards in place of burnt / non-repairable items. (All consumables & spares shall be provided by ISPRL).
- VII. Service Provider shall carry out regular Checking of Power factor.
- VIII. Service Provider shall carry out Regular upkeep and minor preventive maintenance of all electrical equipment's like HVAC, Pressurization system, AC's, fans, exhaust fans, lighting fixtures, JB's etc. Service provider shall assist OEM's during major preventive and break down maintenance.
- IX. Service Provider shall replace switches & sockets in buildings & in field in place of burnt / non-repairable items.
- X. Service Provider should carry out earthing tests of all earthing pits/places as per OISD standards (OISD RP 137). It must be ensured that Earthing pits are maintained properly & the acceptable earth resistance values of the grid & individual earth electrodes do not exceed the specified readings (In Ohms) in line with OISD Standards.
- XI. Service Provider must periodically check all Flame Proof fittings for their integrity.
- XII. Service Provider must periodically carry out Monitoring of proper functioning of Cathodic Protection System for mounded vessels and pipeline (OISD-226).
- XIII. Service Provider must generally upkeep of and minor preventive / break down maintenance of t 220V Emergency Lighting System & UPS system.
- XIV. Service provider shall provide necessary assistance to OEM's Engineers during preventive & breakdown maintenance of electrical equipment (e.g. isolating of equipment / energizing / de energizing etc.)
- XV. All consumables & spares shall be provided by ISPRL other than what is in the scope of service provider as per this tender

### **2.2.3 SCOPE OF MAINTENANCE – INSTRUMENTATION**

The scope of work includes all activities related to Preventive Maintenance Schedule (Including assistance to OEM's) attached as **Annexure 3.2.3** and required to maintain the facility in good operating condition which also includes (but not limited to) the following:

#### **A. INSTRUMENT CONTROL PANEL**

- I. Clean the control room & panels interior and exterior.
- II. Check for the tightness of terminals, cable end and earthing terminations.
- III. Check fuses, indicating lamps, switches, PBs, MCBS, etc.
- IV. Check all safety alarm, annunciation and interlocks for proper functioning.

#### **B. PANEL INSTRUMENTS**

- I. Check the terminals of connections.
- II. Check the function of instruments for zero/span values.
- III. Replace the fused bulbs, PBs, recorder charts. (spares / consumables shall be provided by ISPRL)

#### **C. FIELD INSTRUMENTS**

- I. Check the tightness of terminals, cable glands and terminations and earthing studs.
- II. Replace the defective components, if observed. New components will be provided by ISPRL
- III. Assistance in Calibration the instruments for zero/span other values recommended by manufacturer
- IV. Normal Servicing, and tagging.
- V. Replacement of defective instrument tubing, cable/instrument trays etc. New cables, tubing / trays shall be provided by ISPRL
- VI. Assistance in Calibration of all instruments, analyzers, AAQMS etc.
- VII. Assistance in Checking of all fire and gas detectors (like smoke, thermal, HC, UV detectors) and its functionality with FA system.
- VIII. Checking of Fire Alarm system and its functionality
- IX. Checking of Clean Agent System and its functionality
- X. Checking of Metering units, calibrations etc. ISPRL shall bear the cost of calibration
- XI. Re-calibration and stamping of flow meters through inspector of Legal Metrology, sealing of meters.

#### **D. AUTOMATION MAINTENANCE**

- I. Check that all kind of reports get generated on daily basis through the system
- II. Data editing/ history archive are generated properly and locked
- III. Verify the healthiness of various communication protocol
- IV. Check auto refreshing time for data update
- V. Verify that same user cannot login on different systems at the same time
- VI. Check validation period of passwords
- VII. Password shall strictly remain with location-in-charge of Service Provider.

- VIII. Simulate the alarms from the subsystem & acknowledge the alarm from the system
- IX. Assistance in Maintenance of SCADA system at ISPRL Padur
- X. K-factor of flow meters shall not be changed by O&M Service Provider without the written permission of ISPRL. ISPRL shall keep the password for changing K-factors with them.
- XI. Assistance in Maintenance of HMI automation, Switch gear/Substation automation.
- XII. Periodic checking of all ESD/FSD logics with proper planning

#### **E. OTHER INSTRUMENTATION WORKS**

- I. All the instrumentation connected to DCS/ ESD/F&G/ SCADA/ Sub systems (directly or indirectly) have to be maintained by the Service Provider to keep the plant in good operating conditions which also include subsequent points as per the scope of work.
- II. Periodical checking/calibration of various equipment's/ instruments and to ensure their proper working. O&M Service Provider can use the calibration facilities identified by ISPRL.
- III. Checking the tightness of cable termination (field side and system side). Replacement of defective cables/components, if observed.
- IV. It shall be the responsibility of the Service Provider to ensure working of all the instruments which are not covered in the AMC.
- V. Instrument maintenance personnel shall carry out repair/ replacement of the faulty instrument with minimum down time.
- VI. It shall be the responsibility of the O&M Service Provider to have the track of spares/ spare parts/ consumables required.
- VII. It shall be the responsibility of the O&M Service Provider to purchase/ maintain the tools and tackles required for maintenance as per scope of work.
- VIII. Service Provider is responsible for Checking of Fire Alarm/ clean agent system and its functionality.
- IX. Service Provider shall carry out ~~Re-calibration and~~ stamping of flow meters through inspector of Legal Metrology, sealing of meters as required.
- X. Instrument maintenance personnel should be well versed with the safety interlocks associated with the operation of the all the systems and subsystems.
- XI. Check that all kind of reports get generated on daily basis through the system.
- XII. It shall be the responsibility of Instrument maintenance personnel to ensure that all the printers, scanners interfaced with DCS, SCADA and other subsystems are in good working condition. OEM's services shall be arranged by ISPRL as required
- XIII. Verify the healthiness of various communication systems like intersystem communications.
- XIV. Assisting in Maintenance of SCADA system at ISPRL Padur
- XV. Periodic checking of all ESD/FSD logics with proper planning.
- XVI. Instrument maintenance personnel shall maintain interlock bypass register in the prescribed format.
- XVII. Every job carried out by Instrument maintenance personnel shall be logged.
- XVIII. Calibration of Instruments to be done as per requirement.

- XIX. O&M Service Provider shall coordinate with AMC vendors to ensure all related hardware/software, PLC, Tank gauging system/ Card reader/ Custody meters/ ESD/ /Operator interface computer/printers, etc., are in working condition.
- XX. O&M Service Provider shall use full automation system at all times during operations of the Terminal and the system shall not be bypassed at any time.
- XXI. Service provider shall provide necessary assistance to OEM's Engineers during preventive & breakdown maintenance of Instruments / systems (e.g. isolating of equipment/instrument / loop checking / removal and fixing of instruments / testing etc.)
- XXII. All consumables & spares shall be provided by ISPRL other than what is in the scope of service provider as per this tender

#### **2.2.4 COMMUNICATION SYSTEM MAINTENANCE:**

The communications comprise of EPBAX, Paging system. The maintenance and operation of communication system is in the scope of Service Provider. The scope of work includes all activities required to maintain the facility in good operating condition which also includes (but not limited to) the following:

- I. Functional checking of EPBAX system and its exchange with computers, LAN, switches, telephone instruments, battery charger, batteries etc.
- II. Functional checking of the paging system /Public Address system along with its instruments.
- III. Fire siren, Hooters Maintenance, Fire Alarm system Maintenance.
- IV. OEM shall be engaged for preventive / breakdown maintenance as required

#### **2.2.5 SAFETY EQUIPMENT'S MAINTENANCE:**

All safety equipment's have to be kept in proper working conditions at all times. Maintenance of safety equipment's, fire hydrant system, etc., is detailed below:

- I. Operation of Fire Pumps has to be carried out by a trained person / mechanical technician on daily basis / as required as per OISD standards for 15 minutes each and records maintained as per OISD Std. They are to be maintained in working conditions at all times.
- II. General maintenance of pumps to be carried for all Fire water pumps, Jockey pumps. Also, the water level in the Static Water Tanks need to be checked on regular basis and maintained full.
- III. Checking of Pump strainer condition on quarterly basis and Cleaning/Changing the strainer when they are found choked/ damaged. Job includes opening of bolts, check the medium condition, in case found to be damaged it has to be replaced by new one by cutting, clean the strainer, re-fix the strainer cover by bolts and clear the site.
- IV. Fuel tanks of Fire engines are to be kept topped up at all times. Fire engines are to be kept in Auto system so that they start immediately whenever there is drop in pressure in Fire Hydrant (FH) system. Fire pumps are to be maintained in proper

condition so as to generate a pressure of 7 Kg per Sq cm at the farthest point in the Terminal.

- V. Any leakages in the fire Hydrant / sprinkler system shall be attended to by replacing glands etc. Any hot work required to be carried out shall be compensated separately / done by other agency.
- VI. Extinguishers of required type and number as per OISD and other governing rules are to be positioned at strategic places as per OISD guidelines. Servicing of the extinguishers shall be done periodically by third party & proper record to be maintained.
- VII. Firefighting hoses are to be stacked properly. Leaky firefighting hoses are to be replaced by O&M Service Provider immediately. New hoses shall be provided by ISPRL
- VIII. Checking & Pressure testing of hoses as per schedule. (if certification required, assistance from external agency shall be sought)
- IX. Checking / testing of Fire extinguishers, fire-fighting hoses and other firefighting facilities as per schedule.
- X. All firefighting equipment's used during the drill should be immediately kept back into their respective position after proper drying.
- XI. All sprinklers & deluge valves are to be tested at least once a month & records maintained.
- XII. All the hydrant & monitor valves are to be checked by the O&M Service Provider at least once a month and greased, so as to ensure that valves are free to operate at all times.
- XIII. O&M Service Provider has to check the working condition of the various types of nozzles
- XIV. Fire hoses are to be maintained as per standard procedures of ISPRL. These are to be checked once a month & records maintained. These hoses are to be pressure tested once in 6 months at a pressure of 7.5kg/sq.cm to withstand for 2 minutes with the help of hydro testing pressure pump. Any hoses damaged/rejected for any reason, shall be replaced by the Service Provider, with the hose provided by ISPRL
- XV. General maintenance of Gate Valves of Sprinkler System and Hydrant system are to be carried out, viz., Greasing and oiling of the gate valves and ensuring ease of operation as per schedule.
- XVI. Service provider shall provide assistance to OEM for maintenance of clean agent system and calibration of all fire and gas detectors
- XVII. Regular Mock Drills to be conducted by the service provider as per instruction of ISPRL.
- XVIII. Conducting Monthly Safety Review meetings and Maintaining Near Miss Reports, safety Reports etc.

XIX. The above maintenance works of firefighting equipment's are only illustrative. O&M Service Provider will carry out all the maintenance works of firefighting system so as to ensure safety of Terminal & machinery, people, etc.

#### **2.2.6 OPERATION & MAINTENANCE OF BOILER:**

Operation & Maintenance of Boiler is to be carried out by other agency engaged for the purpose however all the statutory approvals, procedure for startup & operation of boiler, assistance in preparing of tender documents for operation etc.. in in the scope of service provider.

#### **2.2.7 OPERATION & MAINTENANCE OF EFFLUENT TREATMENT PLANT:**

ETP plant is most critical system in the entire facility. The plant of 30m3/hr capacity is to be run on 24X 7 basis / as required during the entire period of the contract. O&M Service Provider must ensure that ETP Plant is operated and maintained & kept clean & free from oil traces.

O&M Service Provider has to maintain & ensure the system in operating condition and plant maintenance activities are carried out as per schedule. Treated Water samples should meet the standard of Karnataka State Pollution Control Board (KSPCB) norms as prescribed from time to time and revised. Present standard requirement is mentioned below:

Sl no	Parameter	KSPCB Standard for treated water
1	pH	5.5- 9.0
2	Turbidity, NTU	To be reported
3	Total Suspended, mg/l	<100
4	Conductivity, u	To be reported
5	Total Dissolved Solids, mg/l, m	2100
6	Oil & grease , mg/l	<10
7	Biochemical Oxygen Demand,3d@27C, mg/l	<30
8	Chemical Oxygen Demand, mg/l	250
9	Sulphides , mg/l	2.0
10	Phenols, mg/l	<1
11	Chlorides, mg/l	600
12	Residual Sodium carbonates	5
13	Sulphates, as SO <sub>4</sub> , mg/l	1000

#### **2.2.8 OPERATION AND MAINTENENCE OF FIRE TENDERS**

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

- i. Periodic operation & checks of Fire tenders as per statutory requirements

- ii. Coordination for periodic / breakdown /preventive maintenance of fire tenders & AQMS vehicle. The cost for arranging the maintenance agency shall however be borne by ISPRL
- iii. Service Provider shall maintain inventory/consumption of all chemicals & reagents required for maintaining adequate stock for firefighting.

#### **2.2.9 HYDROGEOLOGICAL (Bore hole) MONITORING**

The scope of work includes collecting the borehole monitoring data on daily basis which also includes (but not limited to) the following:

- a) Periodic monitoring of Boreholes and Preparation of reports
- b) Collection of water samples and level of boreholes as and when required
- c) Preparation of daily report on the water level
- d) Coordination with third party for testing of water samples
- e) Upkeep of borehole monitoring records
- f) Compilation of monthly data for review by third party.

#### **2.2.10 UPKEEP OF OFFICE RECORDS**

The scope of work includes upkeep of daily record of Operation and maintenance records, statutory records and other routine records on daily basis which also includes (but not limited to) the following:

- a. Upkeep of office records
- b. Coordination with ISPRL head office for daily report on O&M
- c. Compilation of monthly data.

### **3.0 MANPOWER DEPLOYMENT AT SITE AND HEAD OFFICE**

The tentative deployment of the operation and maintenance staff for the cavern's facility in General Shift, all the three shifts viz., morning, evening and night shall be done by the service provider based on the operation and maintenance requirement however based on previous experience, at the following minimum personnel with the expected profile are required to be deputed at site

**TABLE 3.1**

<b>Sl. No</b>	<b>Position</b>	<b>Expected Profile</b>	<b>No of Position</b>
1	O & M In-charge / Coordinator	Degree in Engineering with approx. 15 years OR Diploma in Engineering with approx. 20 years of experience in Oil & Gas, petrochemical, fertilizers, chemical or similar facilities. The personnel should be capable of handling day to day activities of operation and maintenance of cavern facility along with ETP and other allied facilities.	1

2	Control room Shift - In - Charge	Degree in Engineering with approx. 10 years OR Diploma in Engineering with approx. 15 years of experience in Oil & Gas, petrochemical, fertilizers, chemical or similar facilities. The personnel should be capable of handling day to day activities of operation of cavern facility and other allied facilities & will manage operation in shifts	4 (1x3+1)
3	Officer - ETP Operations	Degree in Engineering with approx. 5 years OR Diploma in Engineering with approx. 10 years of experience of operating ETP plant in an Oil & Gas, petrochemical, fertilizers, chemicals or similar facilities. The personnel should be capable of handling day to day activities of operation of ETP and its associated facilities.	1
4	Officer-Fire & Safety	Degree in Engineering with 2 years of experience OR Diploma with specialization in Fire & Safety with approx. 7 years of experience in operation of Fire Fighting equipment's & Fire tenders. The person would be capable of handling operation of fire tenders, periodic checking of Hydrants, monitors and other firefighting equipment's. The candidates with prior experience in Fire & Safety department of Refinery and / or having International accredited certifications like NEBOSH would be preferred. The candidate should be capable of ensuring safety standard in Plant safety, ensure JSA and interact with statutory bodies on behalf of ISPRL.	1
5	Officer – Electrical Maintenance	Degree in Engineering with approx. 2 years OR Diploma in Engineering with approx. 7 years of experience in Electrical Maintenance work or Project work involving 33KV above erection / commissioning work. The candidate should be capable of handling electrical maintenance of Cavern, ETP & other allied facility.	1
6	Officer – Mechanical Maintenance	Degree in Engineering with approx. 2 years OR Diploma in Engineering with approx. 7 years of experience in Mechanical Maintenance work or related work in stationary and rotary equipment's. The candidate should be capable of handling mechanical maintenance of Cavern, ETP & other allied facility.	1

7	Officer Instrumentation Maintenance	Degree in Engineering with approx. 2 years OR Diploma in Engineering with approx. 7 years of experience in Instrument Maintenance work or related work during commissioning / projects. The candidate should be capable of handling Instrument maintenance of Cavern, ETP & other allied facility.	1
8	Officer Procurement	Degree in Engineering with approx. 2 years / Diploma with approx. 7 years in Procurement & Store Management. The candidate should be capable of Independently interacting with AMC and Vendors & develop a healthy system for upkeep/maintenance of spares.	1
9	Officer HR	MBA in Human Resources or equivalent qualification (MSW etc.) with around 5 years of relevant experience in handling labour relations and boundary management with statutory authorities.	1
10	Officer (Control Room / Field)	Degree in Engineering with 1 year or Diploma in Engineering with approx. 6 years of experience in Operation of Oil & Gas, petrochemical, fertilizers or associated industry & will manage operations in shifts	8 (2x3+2)
11	Panel Operator ETP	Diploma in Engineering or Graduate in Science with 3years of experience in Operation of Oil & Gas, petrochemical, fertilizers or associated industry & will manage operations in shifts	4 (1x3+1)
12	Field Operators (ETP + Main facility)	Diploma in Engineering or graduate in science with 2 years of experience in Operation of Oil & Gas, petrochemical, fertilizers or associated industry.	12 (3x3 + 3)
13	110KV/6.6 KV Switch yard & Substations Operator	The candidate must possess Qualification of Degree/Diploma having 3 years of experience in operation / maintenance of 6.6KV & above substation. Candidates must possess the license from statutory authorities to operate high voltage electrical equipment & will manage operation in shifts	9 (2x3+1+2 )
14	Electrical Technicians	The candidate must possess 3 years of experience in maintenance of electrical equipment's along with Diploma/ITI. Candidates must possess the license from statutory authorities to maintain high voltage	2

		electrical equipment & will manage operation in shifts	
15	Mechanical Pump Technicians	The candidate must possess 3 years of experience in maintenance of Rotary / Mechanical Equipment along with ITI.	3
16	Mechanical Helper	The Candidate must possess 5 years of experience in maintenance in Oil & Gas, Petrochemical, fertilizers or associated industry	3
17	Instrumentation Technicians	The candidate must possess approx. 3 years of experience in Instrument maintenance in Oil & Gas, petrochemical, fertilizers or associated industry along with ITI.	2
18	Technician – Fire & Safety	The candidate must possess approx. 2 years of experience in Firefighting, preferably in Oil & Gas, petrochemical, fertilizers or associated industry. Candidates with diploma in Fire & Safety shall be preferred.	5 (1x3+1+1 )
19	Technician - Material & Store	The candidate must possess around 3 years of experience in stores management in Oil & Gas, petrochemical, fertilizers or associated industry.	1
20	System Administrator	Degree/Diploma in Information technology / Networking with around 3 years of work experience	1
21	Supervisor (Boiler system, AQMS & Geological Survey)	Diploma in Engineering with approx. 5 years of relevant experience- Having a valid Class-2 Boiler certificate. The Boiler facility is not operated on regular basis therefore this position is to be mobilized with prior consent of ISPRL. The candidate is required to interact with Pollution board and other statutory bodies and comply	1
22	Driver - Fire Tenders	Having a Valid license to operate Heavy vehicles and should have relevant Experience of at least one year in operation of Fire tenders shall be preferred.	4 (1x3+1)
23	Bore hole Monitoring	The incumbent should be at least matriculate have minimum experience of 1 year working in Oil & Gas, petrochemical, fertilizers or associated industry.	2

The following points shall be considered while finalizing the deployment:

- i. The above minimum deployment is at site. For shift duty operations, relievers as indicated in the above table are factored in manpower requirement. Service provider is required to make

his own assessment of the manpower & relievers required at site for general shift requirements and additional requirement for shift operations, if any.

- ii. All the personnel to be deployed at site as per Table 3.1 & Head office by the service provider shall be approved by ISPRL before mobilization. No personnel shall be mobilized to site without prior approval of ISPRL. Any subsequent replacement will be also done after approval of the proposed personnel by ISPRL.
- iii. If the Service Provider engages manpower from employees / Manpower mobilized by previous service provider then a "No Objection Certificate "shall be obtained from the previous service provider before joining at site. If the Service provider is not able to obtain a "No Objection Certificate "from previous service provider then it should provide a "No claim certificate against ISPRL" from the engaged manpower in the prescribed Proforma.
- iv. Service provider will be required to identify a Coordinator at his Head Office, having experience of about 15 years in O & M of Hydrocarbon Industry for coordinating / facilitating execution of O & M Contract at site. The coordinator shall be required to interact with ISPRL Team at site as well at HO on all technical and commercial issues pertaining to site. Bidder shall submit details of such coordinator along with Technical Bid. This coordinator shall also be required to visit the site periodically to monitor the execution of O & M Contract at site.
- v. Service Provider has to arrange required manpower required for operation and maintenance of the facility to ensure shift coverage on all days on 24x7 basis.
- vi. Service provider shall prepare weekly rota for General and 3 shift working along with Reliever for shift duty in advance and submitted to ISPRL. ISPRL would pay only a LUMPSUM cost. No other compensation towards overtime etc. shall be paid to the service provider.
- vii. Shift operations staff has been considered after accounting for reliever for each duty. Any cost towards providing relievers shall be on account of the service provider. The leave coverage to be planned well in advance for all the staff deployed and replacements to be done with proper trainings and prior familiarizations.
- viii. O&M In-charge / Coordinator and all officers who work in general shift will have Sunday as weekly off and avail declared holidays in line with ISPRL holidays. Operators /fitters/technicians who work in general shift can have Sunday as weekly off and avail declared holidays in line with ISPRL holidays or as intimated by Head Site.
- ix. The shift positions shall be deployed in three shifts as indicated in above table 3.1. shifts staff shall work for 6 days a week and their weekly off shall be as per the rota. Shift staff shall also avail declared holidays. Leave coverage shall be planned well to ensure manning as per requirement. ISPRL does not interfere in the shift planning however the tentative mobilization

of the team at site should not be less than the number mentioned in table 3.1.

- x. The Service Provider, if required may have to augment or increase manpower required for smooth Operation & Maintenance. The Service Provider without prejudice to his overall responsibility shall execute and complete the work.
- xi. In case of exigencies, for additional scope of work other than this tender the Service Provider shall be entitled for additional compensation for additional services / manpower deployed as per part-B of the tender. However, such additional compensation would be payable only with prior approval of Head Site Padur.
- xii. All Personnel's are to be deployed after F&S safety training and security formalities.
- xiii. If the performance of any personnel is not found suitable after the mobilization at site or during working period then Service Provider will have to substitute the same personnel within 15 Days from the date of receipt of the notice in writing by ISPRL.
- xiv. Food arrangement and transportation for the personnel deployed by Service Provider is in the Scope of Service Provider.
- xv. No food items /lunch / breakfast /snacks etc. shall be allowed inside the control room building.
- xvi. All manpower should have ID card, Safety Shoes, Uniform and Helmets. The staff will carry properly identity cards arranged by the Service Provider.
- xvii. For deploying a person having similar experience, qualification criteria can be relaxed with the approval of Head Site in exceptional cases.

#### **4.0 GENERAL NOTES ON MANPOWER DEPLOYMENT**

- I. Bidder shall maintain all necessary documentation and records such as time sheet, log sheets, process parameter charts, inventory registers, equipment history, power consumption, laboratory test reports, shift/daily/weekly/monthly performance test reports, chemical and reagents consumption reports, maintenance activities report etc. These documents if required shall be developed in consultation with ISPRL. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance. The resources for reporting purpose shall be provided by ISPRL.
- II. Service Provider shall maintain inventory/consumption of all chemicals (supplied by ISPRL), spares and consumables in soft and hard format.
- III. The Personnel Protective Equipment's like Breathing Apparatus Set, Portable gas

detector etc. shall be procured by ISPRL based on recommendation of Service provider.

IV. Food arrangement and transportation for the personnel deployed by Service Provider is in the Scope of Service Provider.

V. The health insurance / Accident insurance for the personnel deployed by bidder is in the Scope of Service Provider.

VI. Service Provider shall submit daily and consolidated monthly report covering plant operation, chemical consumption, maintenance /electrical/instrumentation/ safety activities carried out during the day/month etc.

VII. existing Office facilities shall be available for O&M SERVICE PROVIDER officials /staffs

VIII. Co-ordination with OEM shall be maintained by SERVICE PROVIDER.

IX. Service Provider shall provide assistance in Measurement Certification of Bills for release of payments of AMC and Service contracts awarded by ISPRL.

X. O&M Service Provider shall provide assistance to ISPRL on day today office jobs, Tax related jobs, SEZ/CSEZ online jobs, etc. with the help of support services contract manpower.

XI. O&M Service Provider shall provide assistance to ISPRL for obtaining statutory approvals etc. and also for other jobs on need basis as and when required.

XII. Service Provider shall periodically check/ calibrate equipment's and ensure their proper working.

XIII. Service Provider shall ensure Tool and Tackles are available at site, e adequate enough to carry out all maintenance jobs.

XIV. Preventive maintenance schedule/ activities shall be prepared for equipment falling under this proposal and got approved by ISPRL.

XV. The Service Provider materials should be easily identifiable as separate color code / symbol to be stamped so as to distinguish from ISPRL items.

XVI. Staff / Workers employed shall be above18 years old.

XVII. The agency shall take utmost care while working and ensure that no damage occurs to any property of ISPRL.

## 5.0 AMC PROPOSAL:

Annual Maintenance Contracts (AMCs) are required to be placed on OEM's for critical equipment as given below for Preventive & periodic maintenance of equipment's supplied by them. The O&M Service Provider is required to facilitate interaction with the OEM's / Vendors and provide a suitable recommendation to ISPRL for placement of AMC. The Purchase order shall be placed by ISPRL and Payments to AMC shall be made directly by ISPRL.

**Table 5.1**

L. No.	Description	Vendor Name	Services required
1	Flare stack	Ador Welding Ltd.	AMC-3
2	Nitrogen system	Inox India Ltd	AMC-3
3	Reciprocating air compressor	Chicago Pneumatic	AMC 3
4	Instrument air dryer	Indcon Project & Equipment Ltd	AMC 1
5	LPG unloading /transfer pumps	KSB Pumps	AMC 2
6	Crude booster pumps	DMW Japan	AMC 2
7	Crude metering package	Thermofisher Scientific	AMC-1 & AMC 4 (Including services for Calibration and W&M stamping)
8	Ultrasonic flow Transmitters & stream flow computer (Flare)	Sick Germany	AMC 4 (Including services for Calibration and W&M stamping)
9	Crude transfer pumps	Flowserve	AMC 2
10	Seepage water pumps	Flowserve	AMC 2
11	Cooling tower	National Cooling Towers	AMC 2
12	Service water make -up pump	Sulzer Pumps India Ltd	AMC 2
13	Fire water make up pumps	Sulzer Pumps India Ltd	AMC 2
14	Fire water jockey pump	Flowmore	AMC 2 (Including Panels)
15	Fire water stand by pumps (Electric)	Flowmore	
16	Fire water main pump (Diesel)	Pump -Flowmore, Engine - Greaves Cotton	
17	Drinking water pumps	Sulzer Pumps India Ltd	AMC 3
18	HVAC – Air-condition Admin Building/ Chemical House/ Control Room	Blue Star/Llyod	AMC 1 (Including Panels)

19	Clean agent system in Control Room	Safeway Security System	AMC 3
20	1010 KVA D.G set with Acoustic Enclosure	Sterling Generators	AMC 2 (6 Visits/year OEM Recommendation)
21	DCS/ESD / F&G PLC	Honeywell/	AMC 1
22	ETP PLC	Allen Bradley / Rockwell Autoation	AMC 1
23	Fire alarm system	Honeywell	AMC 3 & Calibration
24	CP system	Raychem RPG	AMC 2
25	Gas detection system	IRMAX-AC/Display-Crowcon/Monitor-Ultima XE	AMC 2 & Calibration
26	Actuators/MOV station	Auma India master station	AMC 2
27	CCTV	Nelco India	AMC 2
28	PA SYSTEM	Loran/Nuemann	AMC 2
29	EPBAX	Communica Aid	AMC 2
30	Electrical HMI Automation/Switchgear/Transformers/110kV Equipments	Schneider /L&T/EMCO	AMC 3
31	UPS + Battery bank (110 AC)	Emerson India-Vertiv/Hirel	AMC 1
32	Battery Charger + Battery (220 DC+110 DC)	Battery – HBL/Battery Charger-Hirel Masstech / HBL	AMC 1
33	ETP ELECTRICAL	L&T	AMC 3
34	AQMS	Environmental S.A. India Pvt Ltd	AMC 1
35	TFMS Package	SBEM	AMC 1
36	Fire Tenders	Wadia /Volvo	AMC 2
37	Field Instruments + Analyzer	LT-Siemens/LT-E&H /FT-Khrone / SOV-Rotex Automation Ltd/ DO,PH,TOC, water, Sulfide Analyzer – HACH/ VFD-SAI Technology	AMC 3 (Periodic Calibration)

AMC 1	Scope of work of AMC would include four visits in a year and breakdown maintenance
AMC 2	Scope of work of AMC would include two visits in a year and breakdown maintenance

AMC 3	Scope of work of AMC would include one visit in a year, breakdown maintenance and testing & calibration of equipment's & instruments (if required)
AMC 4	Scope of work of O&M Contactor would include removing, transportation, calibration of the unit once in a year at NABL accredited Lab & Weights & Measure stamping. The cost of transportation and testing would be Paid by ISPRL

## 6.0 PENALTIES FOR NON-COMPLIANCE OF SAFE PROCEDURES (FIRE & SAFETY RELATED) AT WORK:

The following are Penalties for Violation / Non-adherence of safety procedures and practices considered for the job requirements listed in the bid document.

Sl. No.	Event	Penalty
1	Non-participation in safety committee meeting	Rs.1000 per meeting
2	Non-compliance of safety Hot permit conditions	Rs. 1,000/- per incident

Service provider shall ensure that all its staff wears safety PPE's as applicable. SPRL shall reimburse annual expenses on PPE's (safety Helmet, Boiler Suit, Safety shoes and gum boot etc. ) to the Service Provider on submission of original bills maximum up to Rs 5000 per person per year.

## 7.0 CALIBRATION OF INSTRUMENTS:

- I. Service Provider shall assist in periodically calibration of equipment's and instruments as per scope of work. Calibration of Temperature Elements / Pressure gauges / Pressure Indicators etc. is in the scope of the Service Providers
- II. The charges for calibration by third party shall be paid by ISPRL separately.
- III. Calibration & testing of safety valves shall be done by third party. Bidder's scope shall be removal and fixing of safety valves
- IV. Service Provider should carry out earthing tests of all earthing pits/places as per OISD standards (OISD RP 137). It must be ensured that Earthing pits are maintained properly by periodic watering /integrity check and inspection& the earth resistance values of the grid & individual earth electrodes do not exceed the specified readings (In Ohms) in line with OISD Standards.
- V. Audits:

VI. Service Provider shall assist ISPRL in half yearly internal audit and all statutory audits including OISD audits of the facility as required during the contractual period.

VII. Service Provider will assist in all Energy audit Conducted during contractual period

## **8.0 DEDUCTIONS IN CASE OF REDUCTION OF MANPOWER**

I. Should ISPRL decide to reduce the Manpower proposed at **Table 3.1** then the service provider is required to affect a **notional pro-rata reduction** in cost of per person or per position from its monthly invoice to ISPRL as under:

- i. O&M Head Position: INR 1,50,000 per month
- ii. Control Room In charges: INR 120000 per month
- iii. Engineers / Officers / Specialist in ETP: INR 75000 per month

*(The above rates of reduction on manpower which may be reduced are only indicative and shall in no way be construed as an indication of the quantum of wages to be paid or a computation of benefits payable to the employees of service provider. ISPRL shall in no way determine the wages to be paid by service provider to its employees working at site. It will be the sole responsibility of the service provider to pay wages in compliance with statutory laws and provisions issued by Government of India from time to time) and capabilities / experience required for the position*

- II. The Service Provider shall provide the name & contact details of the coordinator at its head office as mentioned at Sl. No 3 (iv).
- III. As the contract is to be operated on single point responsibility by the service provider however ISPRL would check the mobilized manpower and if it is found that the Service provider has not mobilized any manpower mentioned at **Sl. No 3** then ISPRL shall make the deductions at the rates mentioned at **Sl. no 9.0 (I)** from the monthly bills of Service Provider.
- IV. Mobilized personnel shall not be demobilized without the consent of ISPRL else penalties as above shall be applied.

## **9.0 BILLING OF WORKS EXECUTED**

- I. The Service Provider shall furnish the following documents along with each running bill,
  - a. Challan/ receipt for the payment of provident fund made to the EPFO for the preceding month (s).
  - b. Challan/ receipt for the payment of provident fund made to the ESIC (if applicable) for the preceding month (s).
  - c. Challan/ receipt for the payment of professional tax (wherever applicable) for the preceding month (s).
  - d. Confirmation that minimum wages and allowances including bonus are being disbursed in line with the guidelines issued by Statutory Authorities.
  - e. Complete attendance sheet for the month

- f. Duly certified Checklist comprising of compliances along with any another requirement as per applicable laws.
- g. Actual vs scheduled PM schedule
- h. Document certifying other compliances which attract penal provisions

II. The monthly bills of Service Provider will be submitted at site in approved Performa along with a attendance reports & monthly performance report comprising of brief operation highlights / upsets observed during the months, Planned preventive maintenance versus actual maintenance activities carried out for electrical/mechanical/instrumentation, Safety highlights & mock drills carried out during the month and ETP Water quality test reports before the expiry of the first week of the succeeding month.

III. **Monthly Recoveries based on Attendance, Operating & Maintenance of plant:**

- a. ***Non-Deployment based deductions:*** Service Provider shall provide the details of Actual Monthly Man-days (based on working days in month) of the personnel's deployed versus the minimum contractual requirement based on the working days in the month. Deduction based on non-deployment of required manpower shall be as per below:
- b. All the shift duties (3 shifts) must be always manned as per Table 3.1 above. For any non-deployment, penal rate of Rs. 5000 per man-day/shift shall be recovered from the monthly R.A. bills. Further, cumulative absence up to 10% of cumulative man-days as indicated in Table 3.1 is permissible on account of Leave (CL/PL/SL/Other) and transition period on account of resignation by any employee.
- c. Beyond this, following amount shall be deducted as % of monthly lump sum amount for non-deployment of cumulative man-days as indicated in Table 3.1.

Deployment of Cumulative manpower in a month as per Table 3.1	Penalty Clause
From 80 – 90 %	2 % of Fixed monthly Lump Sum Price shall be deducted
Below 80 %	Penal recovery of Rs. 10,000 per man day absence

- d. For example, in the month of June, if there are 26 working days then contractual man-days requirement would be 1794 Man-days (69 X 26), then in that month, no deduction (except for shift man-power) would be made if the actual man-days (cumulative) of total personnel's deployed are more than or equal to 1614 Man-days with prior approval of Head Site, ISPRL Padur, however if the actual cumulative Man-days are found less than 1614 Man days and more than 1435 Man days, then a deduction of 2% of monthly lumpsum amount shall be made. The following shall be taken into account while calculating the Man-days
  - i. Off days are not part of contractual man-days requirement.

- ii. Man-days of relievers deployed by the Service provider shall also be accounted while calculating the Man-days
- iii. The Man-days of personnel's not mobilized at the request of ISPRL or not mobilized by the Service provider which have been already penalized as per Sl. No 9 (I) of this documents shall be excluded while calculating the contractual man-day deployments.
- iv. National Holidays / Holidays declared by ISPRL shall be excluded while calculating the contractual man-day deployments
- v. Service provider shall ensure that each shift is mandatorily covered with one Control Room In charge, two Officers (Control Room / Field), one ETP Panel Operator, Three Field Operators (ETP + Main facility), Two Operators for 110KV/6.6 KV Switch yard & Substations, One Technician for Fire Water Pump House and One Driver for Fire Tender, (excluding the general shift). If the service provider fails to comply with the above-mentioned requirements, a deduction of Rs. 5000 per man-day shall be made from the monthly RA Bill.

e. ***Deviation in Water Quality discharged from ETP:*** The required water quality as per KPSB norms is mentioned at **Sl. No. 2.10** of this document. Service provider shall ensure that ETP operates in an optimum manner and the effluent discharge from the ETP meets KPSB norms. If during the month if more than 20% variation (on Negative side of the requirement) in total suspended particles is observed than a deduction of 1% of monthly lumpsum amount would be made from the monthly lump sum amount. If the offset in parameters is observed for the reasons not attributable to service provider than no penalty shall be imposed

f. Non-Adherence to Preventive Maintenance. Schedule: The Service Provider shall submit Preventive Maintenance Schedule of Electrical / Mechanical / Instrumentation equipment's at the beginning of each quarter to ISPRL for review and approval. A deduction of **2% of monthly lump sum amount** shall be made in the R.A. bills, if the service provider fails to comply with 80% of the schedule requirements (after completion of the month) as per the Preventive Maintenance Schedule approved by ISPRL at the beginning of the month. On a quarterly basis, if service provider covers the backlog and complies 100 % of P.M. requirement, any monthly deductions made earlier shall be reimbursed back to the service provider.

\*\*\*\*\*

## **SCHEDULE OF RATE**

## **O & M SERVICES AT ISPRL PADUR**

SCHEDULE OF RATE					
E - Tender Ref. No.:		ISPR/LO/PDR/O&M/25-26/02			
Name of the work:		OPERATION & MAINTENANCE SERVICES FOR STRATEGIC PETROLEUM RESERVES AT PADUR, KARNATAKA			
Name of the Company					
Sr. No.	Description	UoM	Quantity	Unit Rate in INR	Total for 12 Months (in INR)
1	Part - A: Monthly Lump-sum price for operation and maintenance (inclusive of all activities covered in scope of work)	EA	12		0.00
2	Part - B: Total of Basic Value of Schedule of Rates (SOR) for availing various services towards additional maintenance activities of the facilities under ISPR Padur (from Annexure 2.3)				
2.1	Manpower supply - Helper	Man-days	100		0.00
2.2	Manpower supply - Semi Skilled	Man-days	100		0.00
2.3	Manpower supply - Skilled	Man-days	100		0.00
2.4	Manpower supply - Highly Skilled	Man-days	100		0.00
2.5	Renting 15MT hydra crane with driver including supply of Diesel	Hours	100		0.00
2.6	Renting JCB for excavation with driver including supply of Diesel	Hours	100		0.00
2.7	Supply of 10HP diesel engine dewatering pump including supply of Diesel	Days	100		0.00
2.8	Supply of gully sucker (10 Cu. m capacity) including supply of Diesel	Hours	100		0.00
2.9	Hiring of 25 KVA Diesel Generator (including supply of diesel)	Days	30		0.00

<b>3</b>	<b>Total (1+2)</b>					<b>0.00</b>
<b>4</b>	<b>GST @ 18% (on 3)</b>					<b>0</b>
<b>5</b>	<b>Grand Total (3+4)</b>					<b>0.00</b>

Define Skill, highly skilled etc. manpower.

Evaluation will be done on Sl. NO. 5 on L1 Basis

Note – For item no. 2, Bidder to fill sheet (SOR for various services). The total of the same will automatically get reflected.

- a) Total Amount quoted in Figures: \_\_\_\_\_
- b) Total Amount quoted in Words: \_\_\_\_\_

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

Signature and seal of Bidder

\*\*\*\* SAMPLE \*\*\*\*

\*\*\*\*\* NO PRICE TO BE QUOTED IN THIS DOCUMENT \*\*\*\*\*