



Bharat PetroResources Limited
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd)



Bharat PetroResources Limited
(A wholly owned subsidiary of Bharat Petroleum Corporation Limited,)

Hiring of Environmental Monitoring services for Blocks CB- ONN-2010/8 & Block CB-ONHP-2017/9

Tender No: 1000351843

e-Tender Id : 73136



PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject: Hiring of Environmental Monitoring services for Blocks CB-ONN-2010/8 & Block CB-ONHP-2017/9.

You are invited to submit your offer as E-bids in two-part (Techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document. This is a limited tender and bids are entertained only of the intended bidders to whom tender invites have been sent.

1. This is a two part bid tender consisting of Techno-commercial bid (PART-A) and Price Bid (PART-B).

a. **Techno-commercial bid (PART – A)** consists of following:

- | | |
|--|---------|
| i. Instructions to Bidders | -Part 1 |
| ii. General Instructions for e-Tendering | -Part 2 |
| iii. GCC & Holiday Listing Policy | -Part 3 |
| iv. Scope of Work | -Part 4 |
| v. Special Conditions of Contract | -Part 5 |
| vi. Standard Formats/Annexures | -Part 6 |

b. **Price bid (PART-B)**: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.

2. **The entire bid shall be online only.**

3. Offers should strictly be in accordance with the tender terms & conditions and Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

4. This is a nil deviation tender, any offer with deviation shall be disqualified for commercial evaluation.

5. Please visit the website **<https://bpcleproc.in>** for participating in the tender and submitting your bid online.

6. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in



submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.

7. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
8. It is advisable that bidders should review Part-5 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).
9. You may please send your pre-bid queries, if any, on or before **18.05.2019 @ 1500 Hrs (IST)** through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
10. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

S. No.	BPRL Tender Clause No.	BPRL Tender Clause Description	Query (if any)	Justification

11. EARNEST MONEY DEPOSIT: Bidders must submit an interest free EMD for participating in this tender as mentioned in the Special Conditions of Contract (Part-5) of the tender document.
12. Interested bidders, who are participating in the tender, are welcome to witness the bid opening of the bids at our office on bid opening date/time.
13. BPRL reserves the right to seek clarification / ask for additional documents from vendors, verify the originals and verify the credentials of the vendors with clients, if required.
14. BPRL reserve the right to cancel the tender without assigning any reason whatsoever.
15. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

Contact Details: Tel Phone: +91-22-24176419,+91-79-68136861, +91-79-68136871, +91-120-2474951, +91-33-24293447, +91-44-26142669.

E-mail: support@bpcleproc.in; nikhil@eptl.in

16. For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:
 1. Mr. Rakesh Ujjawal, Contact No: +91-22-22175665, +919929095701
Email - rakesh.ujjawal@bharatpetroresources.in
 2. Mr. Ravi Kumar Bura Contact No: +91-22-22175672, +919892269446
Email - ravikumar.b@bharatpetroresources.in



Bharat PetroResources Limited
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd)

Office Address: 12th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005.

Thanking you,

Yours faithfully,

For Bharat PetroResources Ltd.

Ravi Kumar Bura
Asst. Vice President (P&C)

End of Part 1



Part -2

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.
2. For registration on the e-tender site <https://bpacleproc.in> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform rakesh.ujjawal@bharatpetroresources.in for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 40270573) for obtaining the digital signature certificate.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - I. Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to



- register themselves at the earliest.
- II. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - III. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - IV. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - VII. No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
 8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.
 9. BPRL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process



including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

For system related issues:

Contact Details: Tel Phone: +91-22-24176419, +91-44-26142669, +91-33-24293447, +91-79-40270573 E-mail: satyanarayan@abcprocure.com; support@bpcleproc.in

End of Part -2

Part-4

SCOPE OF WORK

1. INTRODUCTION

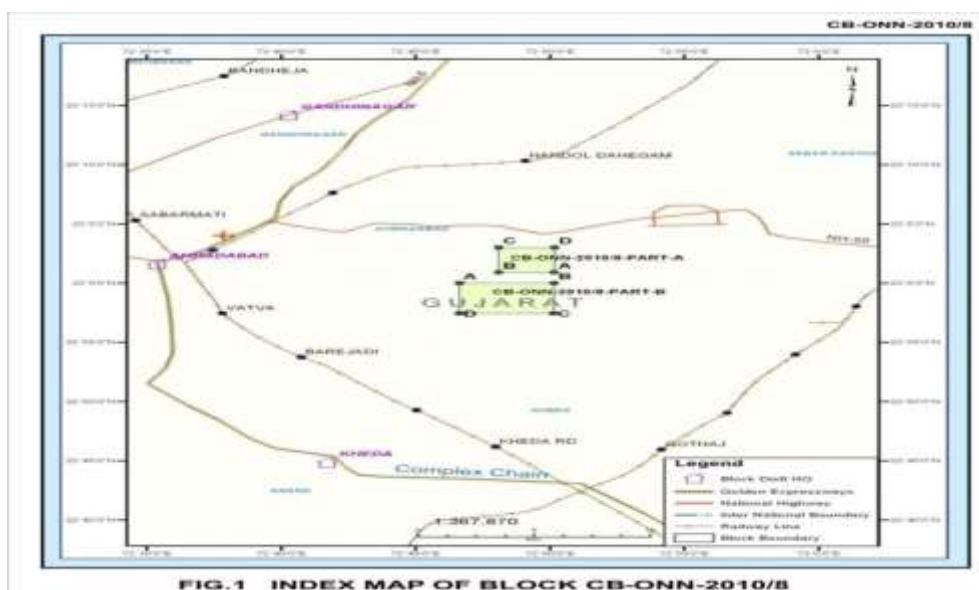
This section establishes the scope and schedule of “Hiring of Environmental Monitoring services” for Blocks CB-ONN-2010/8 & Block CB-ONHP-2017/9. Both the blocks are on-shore blocks.

BPRL has drilled 6 wells & tested 5 wells in the Block CB-ONN-2010/8. Further BPRL plans to carry out work-over operations, development well drilling, testing, completion activities and construction of Quick Production Facility/ Well head Installation in the Block CB-ONN-2010/8. For, Block CB-ONHP-2017/9, BPRL plans to drill & test up to 3 exploratory wells. BPRL intends to hire Environmental Monitoring Services for various activities of its oil and gas field for Blocks CB-ONN-2010/8 & Block CB-ONHP-2017/9.

Brief details about the blocks are as follows:

1.1 Brief details about the blocks are as follows:

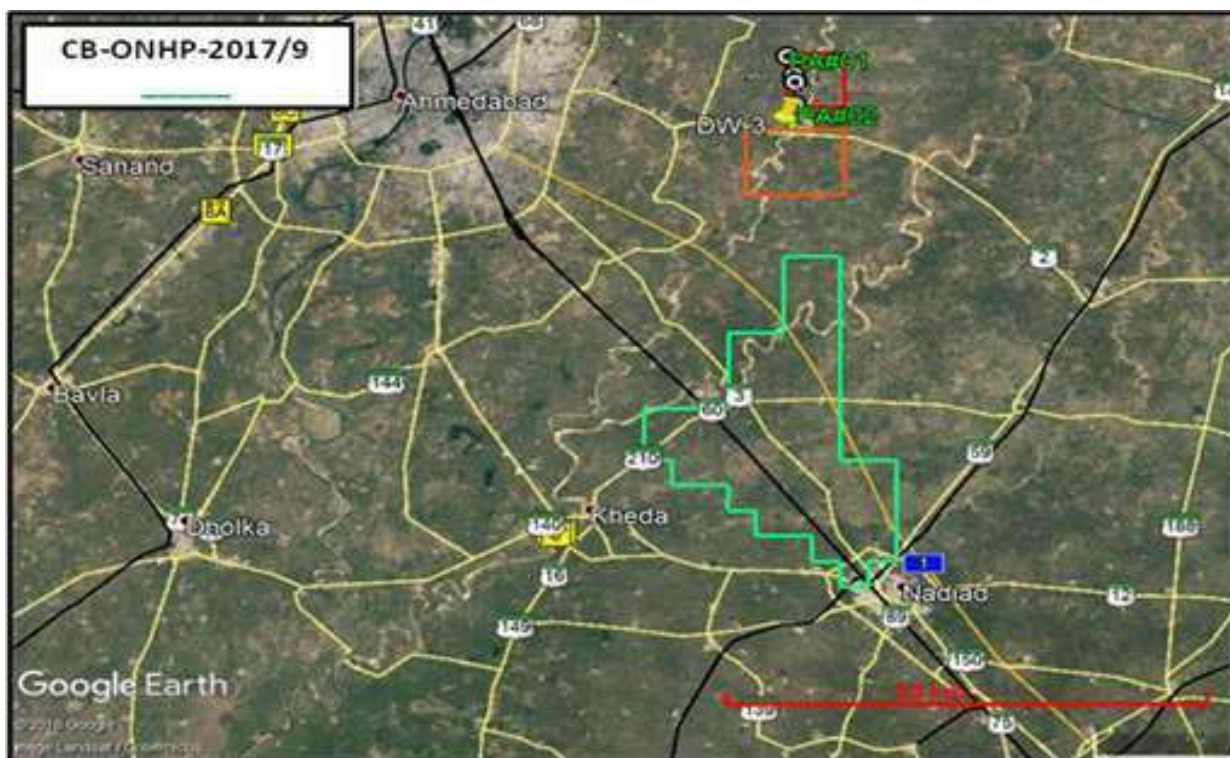
Block CB-ONN-2010/8: The block was awarded to the consortium of BPRL, Gas Authority of India Limited (GAIL), Engineers India Limited (EIL), Bharat Forge Infrastructure Pvt. Limited (BFIL) and Monnet Ispat and Energy (MIEL) by Government of India (GoI) under ninth round of New Exploration License Policy (NELP) bidding. The Block CB-ONN-2010/8 lies in the Ahmedabad- Mehsana Tectonic block of the Cambay Basin and falling under Ahmedabad, Gandhinagar & Kheda district in Gujarat. It covers an area of 42 km² comprising of two parts namely ‘Part A’, Area: 14 km² and ‘Part B’, Area: 28 km².



The block CB-ONN-2010/8 is located to the South-South East of Gandhinagar city and approximately 35kms far from Ahmedabad city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8, 59, NH 47, NH 48 & NE 1 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad & Baroda situated in the proximity of the block.

Block CB-ONHP-2017/9: Block CB-ONHP-2017/9 covers an area of 174 sq.-km and is located in Hydrocarbon prolific Cambay Basin. Block lies in Kheda district in the Gujarat state of India. BPRL operatorship block CB-ONN-2010/08 is located around 4.5 km towards the North of the block. The Gamij field lies towards the North- East of the block and Chaklasi Field on the Eastern Part. On the west producing, Nawagam, Wasna and Nandej fields are present. Nadiad town is located in the Southern part of the block. Vatrak and Sedhi river flows through the block.

Western boundary of the block CB-ONHP-2017/9 is nearly 60 km away from the city of Ahmadabad, which is on the north-west of the block. National Expressway-1 (Ahmadabad Vadodara) runs through the block. Block lies in two Talukas of Kheda District namely Nadiad & Mehemdabad. Major villages lying inside the blocks are Andhaj, Degam, Manjipura, Khatraj, Varsola etc.



The block falls in the southern part of the Ahmedabad-Mehsana tectonic block, towards eastern basin margin, having a number of oil and gas fields. The prominent nearby fields are Indrora, Wavel, Bakrol, Sabarmati and Gamij.



Both the blocks are well connected with major cities like Ahmedabad, Gandhinagar, Nadiad & Baroda. The area is well connected by all-weather roads.

The climate of Gujarat is warm to hot during summer months. However, temperatures fall considerably during winter nights. Monsoon rains are scanty and usually occur from middle of June to Mid-September.

2. SCOPE OF WORK:

BPRL has oil and gas field in the area Ahmedabad, Gandhinagar & Kheda districts in Gujarat. It has at present two wells where production testing is planned. Further, in coming future another 3 wells are to be drilled. Surface production facilities are also being developed and in-field oil and gas flow lines shall be laid. In order to fulfill obligations with respect to environment in the exploratory and development blocks in Cambay basin, BPRL intends to hire Environmental Monitoring Services for various activities of its oil and gas field. Scope and technical specifications are given as under:

2.1 Firm Services:

- I. Periodic ambient air quality monitoring, DG set exhaust monitoring, Noise level monitoring, drill cutting, water quality analysis, waste water effluent and Soil quality monitoring shall be required. Collected samples are to be analyzed in NABL accredited/MoEFCC approved laboratory only.
- II. Drill cutting sample analysis – Collected samples are to be analyzed in NABL accredited /MoEF & CC recognized environmental laboratory (under environmental protection act -1986) to ascertain the characteristics of the sample is hazardous or Non Hazardous as per various provision and hazardous waste definition given in “Hazardous and other wastes (Management and Transport Movement) Rules 2016”. Contractor has to analyse various parameters and characteristics as specified for the constituents in Class A, Class B and Class C of schedule II of “Hazardous and other wastes (Management and Transport Movement) Rules 2016”. Contractor has to provide a test result of samples and concludes that collected drill cuttings samples are hazardous or Non Hazardous.
- III. Sample collections from the drill site must be carried out within 2 weeks from the notice for the same. Methodology for sample collection & analysis and reporting shall be as per Ministry of Environment Forest & Climate Change (MoEF & CC) approved schedules.
- IV. Conducting an Environment Management plan audit as per the requirement of Environment Clearance - An audit shall be conducted to ensure that Environment Management Plan mentioned in EIA report of BPRL is implemented in totality and report as per standard format to be submitted to BPRL for further submission to MoEF & CC



regional office. Report should also include detailed analysis on EC compliance conditions & requirements as mentioned under general conditions and specific conditions and provide a detailed report on shortcomings/ non Compliance, suggestions, way forward etc. for eliminating noncompliance if any.

- V. Obtaining Consent to Establish/Operate for six wells (Renewal or Fresh): Preparation submit the application and other documents (after review by BPRL) with required copies to Gujarat State Pollution Control Board for consent to establish/operate for the six wells, including pursue the matter suitably and liaise with Gujarat Pollution control Board and obtaining the NOC. All statutory payments will be borne by BPRL.

2.2 Call-out Services

These services shall include obtaining Memberships and permissions from various concerned authorities as per BPRL's requirement e.g. Assistance in getting membership from TSDF (Treatment, Storage and Disposal Facility) & Common Effluent Treatment Plant (CETP), Assistance in getting permission from CGWA (Central Ground Water Authority). The necessary application fees and any other statutory fees shall be borne by BPRL.

3. MONITORING SERVICES

Bill of Quantity

Sl. No.	Description	Total Number of Samples
1	Charges for Ambient Air Quality Monitoring & Analysis for SO ₂ , NO _x , PM ₁₀ , PM _{2.5} , Ozone, Lead, CO, Ammonia, HC (Methane and non-Methane), VOC, SPM, Mercury as per the National Ambient Air Quality Emission Standards issued by the Ministry vide GSR No. 826(E) dated 16 th Nov 2009 monitored for a period of 24 hours, including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	44
2	Charges for DG Set (Stack) Monitoring & Analysis for PM, SO ₂ , NO _x , HC, VOC, Temperature including all consumables, fuel, and transportation required for executing job and provide monitoring report as specified in scope of work.	12
3	Charges for Noise level Monitoring & Analysis (day & night), including all consumables, fuel, transportation required for	44



Sl. No.	Description	Total Number of Samples
	executing job and provide monitoring report as specified in scope of work.	
4	Charges for Soil Analysis - Texture, conductivity, organic carbon, P2O5, K2O, pH, Cl, Oil and Grease, Heavy metals viz. Cr, Ni,Cu, Zn, Cd, Hg and Pb, including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	32
5	Charges for Waste Water effluent Analysis as per CPCB norms of Onshore oil and Gas Discharge: pH, Temperature, Suspended solids, Zinc, BOD, COD, Chlorides, Sulphate, TDS, % Sodium, Oil and Gas, Phenolics, Cyanides, Fluorides, Sulphides, Chromium (Cr+6), Chromium (Total), Copper, Lead, Mercury, Nickel, including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	32
6	Charges for Drill cutting analysis: Analyse various parameters and characteristics as specified for constituents in Class A, Class B, and Class C of schedule II of "Hazardous and other wastes (Management and transport Movement) Rules 2016", to ascertain the characteristics of the sample is hazardous or Non Hazardous including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	8
7	Charges for Water Quality Analysis as per IS: 10500:2012 for relevant parameters including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	44
8	Charges for Conducting an Environment Management plan audit as per the requirement of Environment Clearance for Block CB-ONN-2010/8 and CB-ONHP-2017/9 including all consumables, fuel, transportation required for executing job and provide monitoring report as specified in scope of work.	2
9	Charges for Obtaining Consent to Establish/Operate (Renewal or Fresh): To prepare & submit the application and other documents (after review by BPRL) with required copies to	6



Sl. No.	Description	Total Number of Samples
	Gujarat State Pollution Control Board including pursue the matter suitably and liaise with Gujarat Pollution control Board, including all consumables, fuel, transportation required for executing job obtaining the Consent to establish/consent to operate as specified in Scope of Work. All statutory payments will be borne by BPRL.	
10	Charges for Assistance of getting membership from TSDF and CETP (Call out service) including all consumables, fuel, transportation required for executing job and obtain membership as specified in scope of work.	1
11	Assistance in getting permission from CGWA (Central Ground Water Authority) including all consumables, fuel, transportation required for executing job and obtain permission from authority as specified in scope of work. (Call out service)	2

The quantities mentioned in above in price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.

4. TIME FRAME

- Duration of contract shall be for a period of three years.
- The Consultant shall complete all the work as stipulated under 'Scope of Work' above and would provide all the deliverables and test reports thereof according to drilling campaign & facilities as per statutory requirements.
- Sample collection from drill site must be carried out within 2 weeks from the call out notice for the same from BPRL.
- Sample monitoring reports from NABL/MOEF&CC approved laboratories must be submitted to BPRL within 2 weeks from the sample collection date.
- Contractor shall submit the draft Environment Management Plan (EMP) audit compliance report to BPRL, within 4 weeks after issue of call out notice for carrying out the EMP audit. Contractor shall submit the Final report of EMP audit compliance report within 2 week after BPRL's comment/suggestions, if any for further submission to RO MOEF&CC Bhopal. Two hard bound volumes/Copies of the Final Reports of EMP audit compliance report after incorporating the comments/suggestions must be submitted to BPRL for further submission to MoEF & CC Regional office.



5. ACCREDITATION CERTIFICATE

- I. Bidder must have accreditation from NABET in onshore oil & gas sector & thorough understanding of activity. Bidder must submit a copy of certificate of Accreditation from QCI-NABET agency along with the bid.

QCI – Quality Council of India

NABET – National Accreditation Board for education & training.

- II. In case, the renewal of NABET certificate is pending with the authority at the time of bid submission, bidder to provide a copy of application request/form etc. in support of proof and also to confirm that in case they are the successful bidder, they will provide the valid NABET certificate. Further, bidder to confirm that in case they fail to provide the certificate after awarding of contract, if successful, BPRL may take any action including forfeiture of EMD and PBG etc.

The NABET certificate should be valid during the entire contract period. In case of successful bidder is removed from the list of NABET accredited agencies of onshore Oil and Gas sector and their certificates is not renewed, during any time of contract period, BPRL will terminate the contract.

Bidder is also requested to submit the enclosed undertaking on their company letter head duly signed by the authorized person as per **Appendix-I**.

- III. The bidder shall have NABL accredited/MoEFCC approved laboratory or tie up with NABL accredited/MoEFCC approved laboratory, equipped with full-fledged laboratory facilities along with qualified Environment Management persons to carry out the environment management and monitoring functions.

Bidder to submit NABL accreditation/MoEF & CC approval certificate for their laboratories or **tie up** letter with NABL laboratories along with NABL accreditation/MoEF & CC approval certificate in the bid to carry out environment monitoring.



6. Responsibility Matrix

Sr. No	Item	Provided By		At the Cost of	
		Contractor	Company	Contractor	Company
1.	Contractor's Equipment(s) Mobilization etc.	X		X	
2.	All consumables including Fuel required for execution of Job	X		X	
3.	Movement of Contractor's personnel with all necessary documents, Lodging, Boarding, Safety (PPE, etc) of Personnel	X		X	
4.	Medical for Contractor's Personnel	X		X	
5.	Provision of Backup Tools/Equipment, necessary servicing, repair, replacement and Security of Contractor's Equipment	X		X	
6.	All required Crossovers, Treating Iron, etc for Hook Up of Contractor's Equipment.	X		X	
7.	Line anchoring, connections & pressure testing etc.	X		X	
8.	Provision of failsafe equipment and operations.	X		X	
9.	Electric supply for monitoring Equipments		X		X



Appendix-I

UNDERTAKING

To,
Bharat PetroResources Ltd,
9th Floor, Maker Towers "E" Wing, Cuffe Parade,
Mumbai 400005 | India

Ref.: Tender No. _____ Dated _____

Subject: Requirement of NABET accreditation certificate as per the tender conditions for Environmental Monitoring Services in Operatorship blocks CB-ONN-2010/8 & CB-ONHP-2017/9, Cambay Basin, Gujarat, India

As per the technical criteria of scope of work of the said tender, we are hereby submitting NABET accreditation certificate No. _____ which is valid till _____. The NABET accreditation is under assessment period for further extension and we are confident that we will get the accreditation certificate (valid for the total contract period of the said tender) more likely after assessment is over. Hence, we hereby undertake to provide a valid NABET accreditation certificate after assessment is complete.

In case we are unable to provide the same, BPRL may terminate the contract and forfeit the PBG.

Thanks & Regards,
Authorized Signatory

End of Part -4



PART-5

Special Conditions of Contract

1. GENERAL

- 1.1. Contractor shall be responsible to carry out the Work / perform Services as per details contained in 'Part 4 - Scope of Work' of this Tender Document.
- 1.2. Contractor will perform the Services with reasonable skill and care as can be expected from an experienced contractor carrying out such services.
- 1.3. Contractor shall be responsible for timely provision of all required personnel, materials and equipment necessary for the Work / Services.
- 1.4. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

2. DEFINITIONS

Following terms and expressions shall have the meaning hereby assigned to them unless the context requires otherwise:

- 2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.
- 2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 2.3. "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.4. "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.



- 2.5. "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.6. "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.
- 2.7. "Contractor Personnel" means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.8. "Contractor's Representative(s)" means such person(s) who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.9. "Facility" means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.
- 2.10. "Government" means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.
- 2.11. "Gross Negligence" shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 2.12. "LOA" means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.13. "Month" means a complete calendar month of the Year.
- 2.14. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' annexed to the 'Letter of Award of Contract' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.15. "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.
- 2.16. "Third Party" means any party or entity other than Company and Contractor.
- 2.17. "Wilful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest



of the other party and shall also mean to include a conscious wilful act or conscious wilful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

3. SCOPE OF WORK

Contractor shall perform the Services as described herein and specified in the 'Scope of Work' (Part 4 of the Tender Document).

4. EFFECTIVE DATE AND CONTRACT DURATION AND COMPLETION SCHEDULE

- 4.1. The date of issue of Letter of Award ("LOA") by Company shall be the 'Effective Date' of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.
- 4.2. "Duration of Contract" shall be the period of 3 years from Effective Date. However, the bidder has to complete the work/ service as per the timelines mentioned in the Scope of Work (Part-4 of the Tender Document).
- 4.3. BPRL shall have the right to terminate the contract, at any time before the expiry date of the contract in accordance with various provisions contained in the contract.

5. FORCE MAJEURE

- 5.1. Upon occurrence of Force Majeure as mentioned in the GCC and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 5.2. Should 'force majeure' conditions as stated above occur and should the same be notified within twenty-four (24) hours after its occurrence either party will have the right to terminate the Contract if such 'force majeure' condition continue beyond fifteen (15) days with prior written notice.
- 5.3. Rate Conflict

In any case where two or more rates could apply to a given situation, the Contractor accepts that Contractor shall be paid at the lowest applicable rate.

6. LIQUIDATED DAMAGES

- 6.1. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 1% of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.



- 6.2. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.
- 6.3. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.
- 6.4. Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

7. TERMINATION OF CONTRACT

- 7.1. **Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature, except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.
- 7.2. **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:
 - 7.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.
 - 7.4. If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.
 - 7.5. If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3



(three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.

- 7.6. If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 7.7. If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 7.8. If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.
- 7.9. Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor and its Security Deposit shall be forfeited. Termination under this clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Work performed hereunder prior to such termination.
 - i. **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure.
 - ii. **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

8. GST CLAUSE

The Government of India is rolled out GST effective 01/07/2017; hence, price bid (s) has (ve) been prepared with tax column as GST. Hence bidders shall quote GST, HSN/SAC code and specify State from which invoice will be raised for each line item. To ascertain the CGST/SGST/IGST, Bidder is requested to clearly specify from where (State) the invoice will be raised for this tender (work done). The bidder has to provide complete address along with same state in the GST updation template. Bidder also shall submit the copy of GST along with the filled GST template. Please note that CGST/SGST/IGST will be determined by based on filled template of the bidder.

8.1. New Statutory Levies

All new statutory levies levied on provision of Services to Company from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, shall be payable extra by BPRL against documentary proof.



8.2. Variation in Taxes/Duties/Levies

Any increase/decrease in statutory levies viz. GST, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's account (If the work is performed within the timelines). Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

8.3. Income Tax at Source (TDS) and any other tax as per Statutory Provisions of Govt. of India will be deducted by BPRL from the invoice, if applicable. Further, Central Government vide Notification 50/2018 dated 13/09/2018, has made TDS provision applicable under GST law on all payments affected by Public Sector Undertakings (PSU) w.e.f 01/10/2018. BPRL, being a PSU, these provisions will be applicable on or after 01/10/2018. TDS shall be deducted @2% of taxable value excluding GST.

9. PAYMENT & INVOICING

9.1. Invoice shall be submitted after the completion of activity and acceptance thereof by BPRL. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.

9.2. Invoice should be submitted along with the measurement sheets as per attached format (Annexure-F). Without which the invoice shall be considered as incomplete.

9.3. The quantities mentioned in tender document/price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.

9.4. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.

9.5. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.

9.6. Contractor to provide "No due certificate, No claim certificate, Site Clearance certificate, Labour liability Certificate in BPRL's format at the time of final invoice submission. Formats for these certificates are attached as Annexure-G.

10. LIABILITY

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:



- 10.1. In the event of breach of any Applicable Law;
- 10.2. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- 10.3. In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- 10.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- 10.5. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect/ consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

11. CONSEQUENTIAL LOSS

The expression “Consequential Loss” shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit.

Notwithstanding any provisions to the contrary contained elsewhere in the Contract and except to the extent of any liquidated or other damages provided for in the Contract, the Company shall save, indemnify, defend and hold harmless the Contractor from Company’s own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company from Contractor’s own Consequential Loss.

12. ADHERENCE TO SAFETY AT SITE:

Contractors working at BPRL Worksites have to strictly follow safety norms as per National Safety rules and regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount and Reporting Authority for violation / non adherence of various safety norms is given in Annexure-H.

13. ASSIGNMENT AND SUB-CONTRACTING

Contractor shall assign neither the Contract nor any part of it nor any benefit or interest in or under it without the prior approval by Company, which shall not be unreasonably withheld or delayed. However such consent to assign or sub - contract shall not relieve Contractor of any liability or obligation under the Contract.

Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it to any Co-Venturer or Affiliate of the Company. Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.



14. ARBITRATION

All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof, which cannot be amicably resolved between the parties, may be referred to Arbitration. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or re-enactment therefore for the time being in force) by a tribunal of three (3) arbitrators, with one (1) arbitrator each to be appointed by the Contractor and the Company and third arbitrator (who shall be the presiding arbitrator) by the two (2) arbitrators so appointed. In case of failure of the two arbitrators to appoint the third arbitrator, the arbitrator shall be appointed as per provisions of Arbitration & Conciliation Act, 1996." The venue of arbitration shall be Mumbai, India.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly).

15. GENERAL LEGAL PROVISIONS

- 15.1. **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits there under to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.
- 15.2. **Governing Law:** This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.
- 15.3. **Language:** The ruling language of the Contract shall be the English language.
- 15.4. **Mitigation of Loss:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.
- 15.5. **Entire Contract:** This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.



- 15.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

16. NOTICES

- 16.1. All notices under this Contract shall be in writing and shall be served to the respective address set out below. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.

- 16.2. Notices to the Company shall be sent to the following address:

Company: M/s. Bharat PetroResources Limited
12th Floor, F Wing, Maker Towers,
Cuffe Parade, Mumbai – 400005

17. PRICE EVALUATION CRITERIA

Price Evaluation of bids shall be done on overall lowest quote basis with taking into account GST liabilities to BPRL.

18. If bidder quotes zero (0) against any of the items mentioned in the price bid form, the same will be considered as free of cost.

19. CURRENCY OF QUOTE


Bidders have to quote in INR only.

20. EARNEST MONEY DEPOSIT :

- 20.1. Bidders must submit interest free EMD of Rs. 1,00,000.00 through one the following payment methods

S. No.	Payment Method	Payment Details	
1	Demand Draft	Drawn from Indian Nationalized Bank in favor of Bharat PetroResources Limited payable at Mumbai	
2	NEFT	Beneficiary Name	Bharat PetroResources Limited
		Bank	BNP Paribas
		Account No.	0900911177700197
		IFSC Code	BNPA0009009
	Branch	BNP Paribas House, 1North Avenue, Maker Maxity, Bandra-Kurla Complex, Bandra East, Mumbai 400051.	



3	UPI ID	bprl@sc
4	UPI QR Code	
5	Point Of Sale	Bidder can pay the EMD through Debit or Credit Card at BPRL office though POS machine.

Notes:

1. Physical Instruments (DD) have to be sent to below mentioned address before the due date and time mentioned in the tender.

Mr. Rakesh Ujjawal/ Mr. Ravi Kumar Bura,
Bharat PetroResources Ltd., 9th Floor,
Maker Towers-E Wing, Cuffe Parade,
Mumbai 400005.

2. Remittances also has to reach in our account mentioned above on / before due date and time and intimation of NEFT / UPI transfer details viz. Unique Transaction Reference (UTR) / UPI Transaction Number, Bidder name, Date etc. have to be sent to below mentioned Email Id, well in advance before the due date and time mentioned in the tender.

rakesh.ujjawal@bharatpetroresources.in; ravikumar.b@bharatpetroresources.in

3. EMD should be submitted in physical form in a sealed cover addressed to Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.
4. Cheques, cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid form.

20.2. EXEMPTION FROM EARNEST MONEY DEPOSIT: Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the



document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

- 20.3. EMD is liable to be forfeited in the event of: i) Vendors withdraw or alter their bid during the bid validity period ii) Non-acceptance of LOI/order, if and when placed. iii) Non-payment of Performance Security Deposit amount within the stipulated period of 15 days from date of LOI/Mobilization Notice whichever is later. iv) Submission of forgery documents etc. as per tender conditions. EMD will be returned to unsuccessful bidder after award of the contract. EMD of the successful bidder will be released after submission of Performance Security Deposit.

21. PERFORMANCE SECURITY DEPOSIT:

To ensure performance of the contract and due discharge of contractual obligations, the successful bidder will have to provide security deposit of 10% of the contract value.

This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format within 15 days from date of issue of LOA/Contract, whichever is earlier. Any other form of Security deposit shall not be entertained / considered including deduction from running invoices.

The Bank guarantee, if submitted, shall remain valid till duration of the contract with a claim period of six months, thereafter. Bank Guarantee, if submitted, shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank.

22. DEFECT LIABILITY PERIOD: Nil.

23. BID VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred Twenty (120) days from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof.

In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including forfeiting EMD and putting the tenderer/contractor on 'Holiday listing' / 'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.



24. VENDOR MASTER DATA :

Bidders have to submit the company details like type of company, PAN, GST etc. as per the formats given in the e-tender portal along with the relevant documents.

25. CONFLICT OF INTEREST

25.1. The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the owner under the contract. The contractor shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in according to the following requirements:-

25.2. The Contractor shall provide professional, objective and impartial advice and all times hold the owner's interest paramount, without considering any future work, and that in providing advice they avoid conflicts with other assignment and their own interest. There should not be any conflict of interest between the Contractor's consultancy activities and the other site activities. Neither Contractor (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, which is hired or shall be hired for any assignment that, by its nature may be in conflict with another assignment of the Contractor.

26. ENGAGEMENT OF MSES AND MSE-SC/ST AS SUB-CONTRACTORS.

26.1. All efforts are to be made by vendor / contractor to encourage procurement through Micro and Small Enterprises (MSEs) or MSE-SC/ST Entrepreneurs through their sub contract procurement.

26.2. Monthly report for purchase of material / services / sub-contract from MSE bidders / MSE-SC/ST Entrepreneurs to be submitted by vendor / contractor to BPRL in the following format

S No	Sub-Supplier / Sub-Contractor	Work Order NO & Date	Item Description	Amount (Rs)	Category of MSE – Gen / SC /ST	MSME status-Micro / Small with code	Remarks

26.3. Such report to be signed by authorized representative of vendor / contractor.

27. The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs will be applicable. In case L1 bidder is Non-MSE and if any MSE bidder falling with



in L1+15%, MSE bidder shall be given preference to match the L1 Price and if MSE bidder matches the L1 price entire order shall be placed on MSE bidder.

28. The scope of work under this tender is non-splitable/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.
29. In case of tender item is non-splitable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
30. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Government of India Gazette Notification S.O. 5670(E) dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, and Govt. of India shall be applicable]

31. Purchase preference Linked with Local Content Clause

MoP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content. Owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements / conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 40 %. The Policy shall be implemented in the following manner:

- 31.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 31.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 31.3. In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+)10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- 31.4. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded



starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.

- 31.5. In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- 31.6. The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP- 2012) for MSE bidders and Purchase Preference Linked with Local Content (PP- LC 2017) shall be exercised as under
- i. The MSE bidder can avail only one out of the two applicable purchase preference policies i.e. PP- LC 2017 or PPP- 2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, evaluation shall be done of bidder's offer considering PPP- 2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP- 2012, he shall not be eligible to claim benefit under PP- LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).

- ii. In case a MSE bidder opts for purchase preference based on PP- LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP- 2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.
- 31.7. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- 31.8. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under
- i. MSE bidder (PPP- 2012)
 - ii. PP- LC complied bidder (PP-LC)

Examples of Purchase Preference:

I. Non divisible item

- L1 bidder is non MSE, non PP-LC bidder
- L2 bidder is PP-LC (within 10%)
- L3 bidder is MSE bidder (within 15%)



- MSE bidder shall be given preference to match the L1 price, If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

II. Divisible item

- L1 bidder is non MSE, non PP- LC bidder
- L2 bidder is PP- LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document.
- For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 price shall be given to L2 bidder (PP- LC). Balance quantity shall be awarded to natural lowest bidder.
- For further clarification, in case an item has quantity 4 nos. then 1 no can be given to MSE bidder, 2 nos. to PP-LC bidder and left out 01 no to natural L1 bidder.

Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP- 2012 is not applicable to works contracts.

- 31.9. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- 31.10. In case lowest bidder is a PP- LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP- 2012 only.
- 31.11. **Certification of Local Content:** Manufacturers of goods and / or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

I. At Bidding Stage:

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.



The bidder claiming the PP- LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- i. Where the total quoted value is less than INR 5 Crore

The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid

- ii. Where the total quoted value is INR 5 Crore or above:

- a. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- b. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- c. Statutory auditors in case of a company, however, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

- Local Content (LC) of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering;
 - a. cost of component (material) which is used;
 - b. manpower and consultant cost; cost of working equipment/facility;
 - c. general service cost excluding profit, company overhead cost, taxes and duties.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.



However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

II. After award of Contract:

- i. Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder.

- ii. Estimated value is INR 5 Crore or above.

Supplier shall provide the necessary local-content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and / or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

31.12. Failure of bidder in complying local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company;

- i. Pre-determined penalty @ 10% of total contract value.
ii. Banning business with the supplier / contractor for a period of one year

To ensure the recovery of above pre-determined penalty, payment against dispatch / shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule plus 3 months or as required by purchasing company.

- 31.13. Purchase preference in case where negotiation is also required;** In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out, MSE and / or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are



higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

32. The General Conditions of Contract (GCC) will be binding for tendered services only to the extent of its applicability to the context of tendered services.

33. Order of Precedence for works / Services Contracts:

- i. Contract Agreement
- ii. Detailed letter of Acceptance along with its enclosures
- iii. Letter of Award / Fax of Acceptance
- iv. Scope of work
- v. Drawings
- vi. Special Conditions of Contract (SCC)
- vii. Technical Specifications
- viii. Instructions to Bidders
- ix. General Conditions of Contract (in GCC)
- x. Other Documents
- xi. Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

34. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.

35. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-6.

36. The draft agreement enclosed as per Annexure-E shall be executed with successful bidder instead of GCC Part-IX.

End of Part-5



PART - 6

ANNEXURE- A

**PROFORMA OF UNDERTAKING
(for Non – Holiday-listed/Banned/ Liquidation /Court Receivership)**

To,

Date:

Bharat PetroResources Ltd.
12th Floor, F Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

Sub: Declaration for not being holiday-listed/banned /Liquidation /Court Receivership

We herewith declare that

- We are not barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG).
- We are not debarred from carrying on business dealings with BPRL/MoPNG or
- We are not serving a banning order by another Oil PSE.
- We are not under liquidation, court receivership or similar proceedings

For

(Sign and Stamp)



ANNEXURE- B

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(Applicable where the quoted value is less than Rs. 5 Crore)**

To,

Bharat PetroResources Limited,

12th Floor, Maker Tower-F wing,

Cuffe Parade, Mumbai - 400005.

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

We, M/s _____ **(Name of Bidder)**
have submitted bid against aforesaid tender.

We hereby undertake regarding the mandatory minimum Local content requirement specified in tender document.

Declaration	Response by bidder (YES /NO)
We meet the Minimum Local Content Requirement as specified in Tender document.	

We further confirm that in case we fail to meet the minimum local content, BPRL may take action as per provisions of tender document.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ANNEXURE- C

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY
MINIMUM LC**

(Applicable where the quoted value is Rs. 5 Crores and above):

To,

Bharat PetroResources Limited,
12th Floor, Maker Tower-F wing,
Cuffe Parade, Mumbai - 400005.

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

We _____ (*Name of the Statutory Auditor*) have
verified _____ (*Name of the bidder*) and certify that they
meet the mandatory minimum LC % specified in tender document.

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



Annexure-D

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

Bharat PetroResources Limited,
12th Floor, Maker Tower-F wing,
Cuffe Parade, Mumbai - 400005.

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

We, M/s _____ (***Name of Bidder***) hereby confirm that following purchase preference to be considered for the subject tender:-

Description	Preference
Purchase Preference (linked with local content) PP-LC or	
Purchase Preference under Public Procurement Policy for MSE (PPP-2012)	

Note:

1. Please indicate your preference against only one policy.
2. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
3. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
4. In case an MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and EMD shall continue to be available to MSE Bidders
5. The option once exercised cannot be modified subsequently.

[Signature of Authorized Signatory of Bidder]

Name& Designation:

Seal:



FORM OF CONTRACT

THIS CONTRACT made at Mumbai this _____ day of _____; BETWEEN BHARAT PETRORESOURCES LTD., a Company Incorporated in India and having its Registered Office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400001 and also having its Office at 9th Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai-400005 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company's Registered in _____ under the laws of _____ having its registered office at _____ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____ more specifically mentioned and described in the contract documents (hereinafter called the "Services" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said Services.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract Documents, namely:

- (a) This Agreement
- (b) 'Letter of Award' of Contract along with 'Schedule of Rates'
- (c) Tender Document and addenda issued thereon, if any
- (d) Performance Bank Guarantee (to be submitted after Letter of Award)

ARTICLE - 2

WORK TO BE PERFORMED

2.1 The CONTRACTOR shall perform the said Services upon the terms & conditions and within the time specified in the Contract Documents.



ARTICLE - 3

COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract Documents upon the satisfactory completion of the Services and/or otherwise as may be specified in the Contract Documents.

ARTICLE - 4

JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE - 5

ENTIRE CONTRACT

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

ARTICLE - 6

NOTICES

6.1 Subject to any provisions of the Contract Documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the



CONTRACTOR at or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of
BHARAT PETRO RESOURCES LTD.

For and on behalf of
(CONTRACTOR)

By Mr./Ms.....
In the presence of:
(This day of _____ 2020)

by Mr./Ms.....
In the presence of:

- 1.
- 2.

- 1.
- 2.



ABSTRACT OF MEASUREMENT										
TENDER NO										
CONTRACT NO & DATE										
JOB TITLE		Bill Period : _____ to _____								
INVOICE NO. & Date										
CLIENT		BHARAT PETRORESOURCES LIMITED								
CONSULTANT										
Sl. No.	Item SI No as per tender		Line Item Description	Rate (Rs.)	UOM	Item Qty	Quantity			REMARKS
							Up to previous	This Bill	Cumulative	
1										
2										



ABSTRACT OF PAYMENT												
TENDER NO												
CONTRACT NO & DATE												
JOB TITLE		Bill Period : _____ to _____										
INVOICE NO. & DATE												
CLIENT		BHARAT PETRORESOURCES LIMITED										
CONSULTANT												
Sl. No.	Item SI No as per tender		Line Item Description	Rate (Rs.)	UOM	Item Qty	Quantity			Amount		
							Up to previous	This Bill	Cumulative	Up to previous	This Bill	Cumulative
1												
2												
TOTAL Amount												



Date :

NO CLAIM CERTIFICATE

Name of The Work :
P. O. No. / Contract No. :
Name of the Contractor :
Date of Commencement of Work :
Date of Completion of work as per agreement :
Actual date of completion of work :
Extension of time granted :
If yes, the letter ref. No. :
Value of Completed work :
Date of Taking over of the completed work :

This is to certify that we don't have any claim for whatsoever nature against the above referred contract.

We further certify that the payment against the final bill / (except FINAL Invoice No. ... dt*) has been made to us as full and final settlement of work executed against above referred contract.

SIGNATURE OF CONTRACTOR

*** In case of FINAL invoice payment is pending. Value of invoice including Taxes should be mentioned.**



Date :

NO DUE CERTIFICATE

Name of The Work :
P. O. No. / Contract No. :
Name of the Contractor :
Date of Commencement of Work :
Date of Completion of work as per agreement :
Actual date of completion of work :
Extension of time granted :
If yes, the letter ref. No. :
Value of Completed work :
Date of Taking over of the completed work :

We certify that we have fully paid / (except FINAL Invoice No. ... dt*) and satisfied all claims for the work related to labours, materials, supplied equipments and any other entitlement whatever touching or affecting the contract. We undertake to indemnify and keep indemnified the owner from and against all claims, demands, debts, lines obligations and liabilities whatever arising there from or relating thereto.

SIGNATURE OF CONTRACTOR

*** In case of FINAL invoice payment is pending. Value of invoice including Taxes should be mentioned.**



Date :

SITE CLEARANCE CERTIFICATE

Name of The Work :
P. O. No. / Contract No. :
Name of the Contractor :
Date of Commencement of Work :
Date of Completion of work as per agreement :
Actual date of completion of work :
Extension of time granted :
If yes, the letter ref. No. :
Value of Completed work :
Date of Taking over of the completed work :

WE HERE BY CERTIFY THAT ALL OUR MATERIAL, EQUIPMENTS, SITE OFFICE ETC. HAS BEEN REMOVED FROM SITE. WE HAVE CLEARED THE SITE IN ALL RESPECT AND HANDED IT OVER TO BPCL.

SIGNATURE OF CONTRACTOR



Date :

LABOUR LIABILITY CERTIFICATE

Name of The Work :
P. O. No. / Contract No. :
Name of the Contractor :
Date of Commencement of Work :
Date of Completion of work as per agreement :
Actual date of completion of work :
Extension of time granted :
If yes, the letter ref. No. :
Value of Completed work :
Date of Taking over of the completed work :

WE HEREBY CERTIFY THAT ALL OUR LIABILITIES TOWARDS OUR DEPLOYED LABOUR HAVE BEEN CLEARED BY US AND WE KEEP M/S. BHARAT PETRORESOURCES INDEMNIFIED AGAINST ABOVE LIABILITIES.

SIGNATURE OF CONTRACTOR



FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS (APPLICABLE TO ALL WORKS CARRIED OUT AT BPRL WORK SITES BY CONTRACTORS)

All contractors working at BPRL Worksites have to strictly follow safety norms as per National Safety rules and regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount and Reporting Authority for violation / non adherence of various safety norms is given below:

Sr. No.	VIOLATION OF HSE NORMS	PENALTY AMOUNT	REPORTING AUTHORITY
NON ADHERENCE OF WORK PERMIT CONDITIONS			
1.	Working without proper Authorisation / Permit (Cold work)	Rs 6000/- per occasion	Engineer-in-charge,
2.	Hot work without proper Authorisation/ Permit	Rs. 12000/- per occasion and delisting / holiday listing of 3 years if repeated.	Engineer-in-charge,
3.	Violation of any of the conditions specified in the permit	Rs 2000/- per permit.	Engineer-in-charge,
4.	Use of mechanically propelled equipment/engine/generator set without/ with faulty spark arrestor	Rs. 1000/- per equipment	Engineer-in-charge,
5.	Non-display of name board, permit etc., at site	Rs 600/- per location where job is being executed. Penalty will be repeated if not rectified within 3 days.	Engineer-in-charge,
VIOLATION OBSERVED WHILE WORKING AT HEIGHT			
6.	Working at height without safety belt arrangement as required i.e. without safety belt / Non use of double lanyard safety belt.	Rs 1000 / per person	Engineer-in-charge,
7.	Throwing up/down any material from height or not making proper provision to bring down material safely from height	Rs. 1000/- per occasion	Engineer-in-charge,
8.	Non standard/unsafe platform/ladder	Rs. 2000/- per case per day	Engineer-in-charge,
9.	Non standard/unsafe Scaffolding	Rs. 2000/- per case per day	Engineer-in-charge,
10.	Use of Uncertified Scaffolding	Rs. 2000/- per case per day	Engineer-in-charge,
NON USE OF PERSONAL PROTECTIVE EQUIPMENT			
11.	For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit etc, Shoes.)	Rs. 1000/- Per day/item/person	Engineer-in-charge,
12.	For not providing Respiratory -Personal Protective Equipment prescribed in Work permit/job safety plan /B.A. set/canister mask/B.A. compressor etc)	Rs. 5000/- per case per day	Engineer-in-charge,
VIOLATION OBSERVED IN ELECTRICAL WORK			
13.	Non use of ELCB , using poor joints of cable, using naked wire without top	Rs 5000/- per item per day	Engineer-in-charge,



	plug into the socket , laying wire/cables on the roads, carrying out electrical jobs by incompetent person		
14.	Non deployment of the Licensed electricians for electrical job.	Rs. 2000/- per person	Engineer-in-charge,
15.	Working/ on live electrical circuits without work permit/authorization	Rs. 5000/- per case per day	Engineer-in-charge,
VIOLATIONS IN EXCAVATION WORK			
16.	<ul style="list-style-type: none"> • Unsatisfactory fencing / barricading of excavated areas, • not providing proper shoring / strutting / proper slope and • not keeping the excavated earth at least 1.5 M away from excavated area 	Rs. 2000/- per item per day	Engineer-in-charge,
VIOLATIONS OBSERVED IN ROAD SAFETY			
17.	Driving BPRL or Contractor's vehicle without authority from transport operations.	Rs. 1000/- per case	Engineer-in-charge,
18.	Over speeding of jeeps / buses, rash driving, wrong side parking.	Rs. 2000/- per item	Engineer-in-charge,
19.	Driving hydra/Crane/fork lift above its speed limit fixed for BPRL Plant roads or Driving hydra without being escorted by cleaner who is sitting left side of the driver to guide hem	Rs. 1000/- per case	Engineer-in-charge,
20.	Entry of contractor's vehicle in No Entry Area without proper authorization.	Rs. 1000/- per case	Engineer-in-charge,
21.	Entry of any person in barricaded area marked with tape.	Rs. 1000/- per person	Engineer-in-charge,
22.	Riding on material handling vehicles or trolleys	Rs. 500/- per case	Engineer-in-charge,
23.	Sitting or allowing sitting along with the drivers on fork lift.	Rs. 500/- per case	Engineer-in-charge,
24.	Vehicle Accident- i.e. overturning, falling in pits, damaging equipment , hitting another vehicle etc.	Rs 5000/- per case plus replacement/repair charges incurred by BPRL for BPRL owned material	Engineer-in-charge,
NON DEPLOYMENT OF REQUIRED MANPOWER			
25.	Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per Special Safety Conditions	Rs2000 per person per day	Engineer-in-charge,
26.	Failure to maintain safety register and record by Contractor Safety Supervisor or Supervisor responsible for safety	Rs.2000/- per occasion	Engineer-in-charge,
27.	Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)	Rs. 2000/- per occasion	Engineer-in-charge,
28.	Failure to conduct tool box meeting every day and maintain the records of the same.	Rs. 500/- per day	Engineer-in-charge,
29.	Failure to submit the monthly HSE report by 5 th of next month to	Rs. 200/- per day	Engineer-in-charge,



	Engineer-in-charge		
VIOLATION OF STATUTORY REQUIREMENT			
30.	Acting in contravention to any of the provision mentioned in Factories Act 1948 and/or the rules framed there under including all amendments thereto.	Rs. 1000/- per occasion	Engineer-in-charge,
31.	Failure to maintain records as per statutory requirement like 1. Form No. 1A – for the shed/s constructed by contractor 2. Form No. 6 – Certificate of fitness 3. Form No. 10 – Register of workers attending machinery 4. Form No. 11 – Report of Examination of Hoist/Lift/Lifting tackles. 5. Form No. 13 – Report of Examination of any pressure vessel brought by the contractor at plant site. 6. Form No. 16 – Notice of periods of works for adult workers 7. Form No. 17 – Register of adult workers 8. Form No. 23 – Special certificate of fitness 9. Form No. 29 – Muster Roll	Rs. 10000/- per occasion	Engineer-in-charge,
OCCURENCES OF INDUSTRIAL ACCIDENTS			
32.	Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.	Rs. 1000/- per occasion	Engineer-in-charge,
33.	Failure to arrange immediate investigation / evidences /documents of the incident and furnish within 24 hours to BPRL Engineer-In- Charge.	Rs. 1000/- per occasion	Engineer-in-charge,
34.	Keep and maintain proper records of all incidents occurred at work site	Rs. 1000/- per occasion	Engineer-in-charge,
35.	Failure to report to BPRL supervisor on - the - job, medical centre and area safety officer any injury to his employees or any near miss or any hazardous/ dangerous incident at work site within the plant premises or hiding of any accident or near miss.	Rs. 5000/- per occasion	Engineer-in-charge,
36.	Negligence on contractor's part which has resulted in an Injury/fire Lost Time Injury Fatality	Rs.1,00,000/- per person Rs. 5,00,000/- per person	Engineer-in-charge,
37.	Negligence on contractors part which has resulted in Minor Fire/Explosion/ etc	Rs 1,00,000/- Rs	Engineer-in-charge,



	Major Fire (Reportable)	2,00,000/-	
VIOLATION OF LABOUR LAWS			
38.	Working beyond statutory limits by contractor's workers	Rs. 1000/- per person per day	Engineer-in-charge,
39.	Deployment of contractor's employees including supervisors without receiving necessary training on safety for working in the plant.	Rs. 5000/- per person per day and holiday listing of contractor for 6 months if repeated	Engineer-in-charge,
40.	Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS + AFIH. Deployment of workers on high risk jobs like working in confined space, working at height, working under water, etc. without being examined and certified as medically fit for such jobs by the doctors who are authorized to certify for such jobs.	Rs. 1000/- per person	Engineer-in-charge,
41.	Non subjecting to periodic medical examination after every six months after deployment of workers including supervisors on the job by the certifying surgeon as per Rule 73V of Maharashtra Factories Rule 1963.	Rs. 1000/- per person	Engineer-in-charge,
42.	Deployment of child or adolescent	Rs. 10,000/- per person	Engineer-in-charge,
43.	Use of untested and uncertified pressure vessel.	Rs. 5000/- per occasion	Engineer-in-charge,
44.	Use of untested and uncertified lifting tools/tackle	Rs. 5000/- per occasion	Engineer-in-charge,
VIOLATION IN MATERIAL HANDLING			
45.	Improper material handling/ Manually handling of heavy material when it is require using mechanical equipment/use of substandard/defective material handling trolleys/hand cart.	Rs. 1000/- per occasion	Engineer-in-charge,
46.	Failure to submit duly filled pre use check list for any new machine or equipment brought at site	Rs. 1000/- per occasion	Engineer-in-charge,
47.	Inadequate supervision at work site(absence of supervisor/designated employee as supervisor from site for more than 30 Minutes when work is in progress)	Rs. 2000/- per occasion	Engineer-in-charge,
SAFETY PERFORMANCE DISPLAY BOARD			
48.	Safety performance score board not displayed.	Rs. 100/- per day	Engineer-in-charge,



VIOLATIONS IN USE OF GAS CYLINDERS			
49.	Unsafe handling of compressed gas cylinders No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines & both ends or improper storage / handling or cylinders without caps when not in use/damaged hoses)	Rs. 500/- per item per occasion	Engineer-in-charge,
VIOLATIONS DURING RADIOGRAPHY PROCESS			
50.	Radiography without authorization	Rs. 10000/- per occasion	Engineer-in-charge,
51.	Non barricading the area during radiography	Rs. 10000/- per occasion	Engineer-in-charge,
52.	Non announcement on PA system/alerting people working in vicinity, before start of Radiography jobs	Rs. 1000/- per occasion	Engineer-in-charge,
MISCELLANEOUS			
53.	Damage to fire hydrant & monitors, fire extinguishers including non return of extinguishers	Cost incurred by BPRL for repair/replacement	Engineer-in-charge,
54.	Poor House-keeping	Rs. 5000/- per occasion	Engineer-in-charge,
55.	Removal of grating/cover/lid on any opening in floor or vessel.	Rs. 1000/- per occasion	Engineer-in-charge,
56.	Use of dangerous portable tools/hand tools like grinding machine, drilling machine, pneumatic excavators/drill by unskilled worker.	Rs. 1000/- per occasion	Engineer-in-charge,
57.	Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment.	Rs. 1000/- per occasion	Engineer-in-charge,
58.	Horseplay at work site	Rs1000 /- per occasion	Engineer-in-charge,
59.	Shifting of debris from one location to another/ dumping debris at unauthorized place.	Rs. 10000/- per occasion	Engineer-in-charge,
60.	Use of mobile in plant areas	Rs 1000/- per person per occasion.	Engineer-in-charge,



Please note that :

1. The above penalties will be applicable for all the contracts jobs carried for BPRL irrespective of site location.
2. Site Engineers, Operations Officers, Safety Officers will report such violation to Engineer-in-charge for necessary action.
3. As per advice from Engineer-in-charge, deductions from the next payment due to the contractor will be done.
4. The above penalties shall be double in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts POs awarded as part of rate contract shall be considered for this.
5. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting may be taken.
6. In addition to the safety conditions mentioned in Special safety Conditions attached, contractors are required to adhere to the following additional safety requirement for which penalties are applicable as above for violation of these conditions :
 - a. All contractors shall themselves arrange weekly safety site inspection / audit and monthly safety meeting and record should be maintained.
 - b. All contractors shall submit monthly HSE report to respective Engineer-In-Charge by 5th of next month. Report should carry details of precautions against accident and injury to any of the workers or to any person or persons or of weekly safety site inspection / audit, monthly safety meeting, details about records maintained by Safety Supervisor and any other information felt necessary by Engineer-in-Charge for safe execution of job.
7. Implementation of above financial penalties for violation of HSE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.
8. Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of HSE norms by contractors even though financial penalty is not applied for such violation. Implementation of these financial penalties does not absolve Contractors from any of the responsibility as per General Contract Conditions (Latest Revision), General Terms and Conditions and Special Safety Conditions.
9. All such financial penalties imposed on contractors shall be displayed / publicized appropriately by Engineer-in-charge at site.

End of Part 6