



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

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Bharat PetroResources Limited  
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**Tender for Manpower supply for Wellsite Supervision during  
well testing/workover Operations in Operatorship Block, CB-  
ONN-2010/8, Cambay Basin, Gujarat, India.**

**Tender No : 1000286071**

**e-Tender Id : 27802**



## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

Dear Sir/Madam,

**Subject : Tender for Manpower supply for Wellsite Supervision during well testing/workover Operations in Operatorship Block, CB-ONN-2010/8, Cambay Basin, Gujarat, India.**

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You are invited to submit your offer as E-bids in two-part (Bid Qualification cum techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

1. This is a Global Open 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:

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|---|---------|
| i. Instructions to Bidders                                      | -Part 1 |
| ii. General Instructions for e-Tendering                        | -Part 2 |
| iii. Bid Qualification Criteria                                 | -Part 3 |
| iv. General Conditions of Contract & Policy for Holiday Listing | -Part 4 |
| v. Scope of Work  | -Part 5 |
| vi. Special Conditions of Contract                              | -Part 6 |
| vii. Standard Formats/Annexures                                 | -Part 7 |
| viii. Integrity Pact  | -Part-8 |

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 our 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.

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4. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
5. 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.
6. 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.
7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
8. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-4 (General Conditions of Contract).
9. EARNEST MONEY DEPOSIT: Vendors must submit an interest free EMD for participating in this tender as mentioned in the Special Conditions of Contract (Part-6) of the tender document.
10. Pre- bid meeting will be held on **10.08.2017 @ 1400 HRS** (IST) at below mentioned address:

Bharat Petro Resources Ltd.  
12th Floor, Maker Towers-F Wing,  
Cuffe Parade,  
Mumbai- 400005

11. You may please send your pre-bid queries, if any, on or before 09.08.2017 @ 10:00 hrs (IST) through e-mail to [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) and [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in), K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. 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

13. Interested bidders, who are participating in the tender, are welcome to witness the techno-
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commercial opening of the bids at our office on bid opening date/time.

14. BPRL reserves the right to seek clarification / ask for additional documents from vendors and verify the credentials of the vendors with clients, if required.
15. For any clarification on e-tendering / training / uploading of document on eprocurement site, please contact our service provider M/s ETL on below numbers.

Mr. Satyanarayan : Tel Phone: +91-22-24176419, E-mail: [satyanarayan@abcprocure.com](mailto:satyanarayan@abcprocure.com);  
[support@bpcleproc.in](mailto:support@bpcleproc.in)

M/s. ETL HELP DESK NOS: +91-79-40016868.

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](mailto:rakesh.ujjawal@bharatpetroresources.in)

2. Mr. Ravi Kumar Bura Contact No: +91-22-22175672, +919892269446

Email - [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in)

**Office Address:** 12<sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005

Thanking you,

Yours faithfully,

**For Bharat PetroResources Ltd.**

**Ravi Kumar Bura**  
**Sr Manager (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://bpcleproc.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://bpcleproc.in>.
2. For registration on the e-tender site <https://bpcleproc.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](mailto: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://bpcleproc.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://bpcleproc.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:

M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 +91 79 40270573 followed with an e-mail to id [support@bpacleproc.in](mailto:support@bpacleproc.in)

*End of Part -2*



**PART-3**  
**Bid Qualification Criteria**

**I. BID QUALIFICATION CRITERIA:**

**A) Technical Criteria**

1. The bidder must have experience of successfully completed providing manpower supply for Wellsite supervision service works of value as noted below in the last seven years as on bid closing date and should meet either of the following :
  - i. One similar completed work costing not less than the amount equal to INR 1,73,65,824.

OR
  - ii. Two similar completed works each costing not less than the amount equal to INR 1,08,53,640.

OR
  - iii. Three similar completed works each costing not less than the amount equal to INR 86,82,912.

***Similar job means providing manpower for Wellsite supervision during drilling/workover/testing operations in Oil & Gas wells.***

Consortium / Group companies/MOU tie up are not allowed to participate in this tender. Only However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects.

**Documents Required for Technical Criteria:**

Bidder to submit copy of Purchase Order / Contract along with Tax invoice /completion certificate etc to prove sl. no. 1.

**B) Financial Criteria**

1. The bidder should have achieved a minimum average annual financial turnover of INR 65,12,184 as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years.





2. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Any tie-up arrangement or MOU or bi-lateral agreement with third party will not be considered. Further, bidder may submit bid based on the financial credentials of Parent / holding company. In case of bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

Documents required:

- Latest available audited Balance Sheets & Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending March'16 / Dec'16. However, if audited financial statement of the bidder is not yet ready for the year ending March' 16/Dec' 16 bidder may submit latest available audited Balance sheets and Profit & loss account along with auditor's report (Financial report not prior to March'15/Dec'15) for three consecutive accounting years.

**C) Other Criteria:**

The Bidder should not be barred / holiday listed by any Indian PSU/Any Indian Government Department. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

**Documents Required:**

- An undertaking in support of not being barred / holiday listed by any of the mentioned Organizations on their letter head.
- An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.

End of Part -3



## Part-5 SCOPE OF WORK

### 1. BACKGROUND:

BPRL intends to conduct workover operations with an estimated start date of Q3 2017-18. BPRL intends to carryout work over operations and test upto 4 wells (2 firm wells and 2 optional wells) in the block. The wells are planned as vertical/deviated exploration wells, and to be drilled to total depths of approximately 1800 to 2100 m. The wells are planned to be tested in case of identification of prospective hydrocarbon bearing zones. All works to be conducted as per the international practices and standards. The specifications provided in this scope of work are general in nature, based on available information and variations may be made by the Company at its discretion. BPRL as the lead operator of the block is undertaking all the activities including drilling and testing of the wells.

The Block CB-ONN-2010/8 lies in the Ahmedabad- Mehsana Tectonic block of the Cambay Basin. It covers an area of 42 km<sup>2</sup> comprising of two parts namely Part A, Area: 14 km<sup>2</sup> and Part B, Area: 28 km<sup>2</sup> (refer Figure-1) .



Figure-1: Location Map



## 2. BRIEF GEOLOGY OF THE AREA

The Cambay basin is a complex Tertiary Graben filled with more than 5km of sedimentary rocks. It is bounded on the west by the Saurashtra peninsula, which is covered almost completely by the Deccan Trap basalts except in the northeast, where Mesozoic rocks crop out. The basin extends towards the north and may be connected with the shallower Barmer and Kutch basins. On the northeast, it is bound by the Precambrian Aravalli-Delhi outcrops, just west of which is a thin fringe of Mesozoic outcrops. The Aravalli series (Precambrian) with the Deccan Trap outliers delimit the basin on the east and the Deccan Trap basalts on the southeast. It extends southwards in the Gulf of Cambay to an unknown distance under the shelf.

The available exploration data suggest entrapment conditions to be structural, strati-structural and also stratigraphic (up-dip pinch-outs). Fractured Deccan Trap, basalt conglomerates and sandy layers within Olpad, zones with silty and sandy layers within the Cambay Shale and arenaceous layers within Kalol are expected to be prospective.

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.

## 3. ACCESS AND LOGISTICS

The block comprises two parts, namely, Part A and Part B and is located near Gandhinagar city, the capital of Gujarat. The towns Ahmedabad, Sabarmati, Gandhigram, Vatva and Nandol-Dahegam lie in the vicinity of the block and are interconnected by railways.

The area is well connected by all-weather roads. The block is located to the South-South East of Gandhinagar city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8 and 59 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad situated in the proximity of the block.

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.



## 4. SCOPE OF WORK (SOW)

### 4.1 General

CONTRACTOR shall provide manpower for well site supervision as per the scope of work mentioned below in connection with upcoming BPRL's onland exploration testing/workover operations in the block CB-ONN-2010/8, Cambay Basin, Gujarat, India, covering an area of 42 Sq. Km., lies in the districts of Ahmadabad, Gandhinagar and Kheda. BPRL intends to carry out testing/workover operations upto 4 wells in this block. Testing/Workover operations at the site are expected to commence in the Q3 of 2017-18. The wells are already drilled and some are temporarily plugged and abandoned. Wells are proposed for testing to ascertain the flow potential. Necessary hydrofracturing (HF) job is also envisaged in some of the wells. All the works are to be conducted as per the international practice and standards.

### 4.2 Detailed Scope of Work - Well Site Supervision

CONTRACTOR shall provide skilled manpower for well site supervision and services as per requirement of BPRL for testing of well conventionally or by HF job to be followed by testing, if required. Following are the list of personnel/designation/qualification/experience criteria of manpower sought for providing supervisory services for BPRL's upcoming testing/workover operations. Contractor shall prepare a detailed well testing plan (excluding HF) in consultation with BPRL for each well. In case, HF job is to be done in any of the wells, the input/procedure shall be provided by BPRL and contractor shall incorporate the same in well testing plan accordingly.

### 4.3 Personnel

The CONTRACTOR shall provide dedicated, qualified, experienced and skilled personnel for supervision at drilling site as mentioned below.

SI No	Description	Responsibilities
1	<b>Day Drilling Supervisor</b> – (1 person on 21 days rotation basis) 1) He should be an Engineering Graduate with minimum 5 years of experience or Diploma Holder with 8 years experience in position of Tool Pusher/Company man & working knowledge of Night Drilling Supervisory role. 2) Should be fluent in English and	1) Provide continuous 24 hours supervision for all the operations at the well site to ensure quality, HSE and timely completion of all well operations. 2) Supervise and ensure that all well operations are carried as per approved programme and inform BPRL representative if any deviation is observed. Directing Tool Pusher and Night Drilling Supervisor of the rig to execute the drilling work as per the plan. 3) Responsible for supervising implementation



<p>must have valid IWCF certification. Should have sufficient experience in handling drilling complications, well control, cementation and well testing operation.</p> <p>3) Experience in operating TDS/Rotary drilling systems.</p> <p>4) Knowledge of HSE Standards, First Aid &amp; Firefighting practices.</p>	<p>of all safety standards at well site. Implement/Ensure &amp; maintain records of regular drills as per DGMS/OISD guidelines related to well control. Proper safety procedures are implemented and maintain the records.</p> <p>4) Responsible to ensure availability of all well Equipment, Well Materials, and Well Consumables, but not limited to the above, so that the well operations does not suffer.</p> <p>5) To suggest company representative on issues related to day to day well operations based on the approved drilling program and amendments as required</p> <p>6) Responsible for implementation of Emergency Response Plan as per bridging documents.</p> <p>7) Ensure all pre-operational tests/checks, etc on tools/equipments (if any) are carried out prior to running in hole and after pull-out-of-hole. Ensure that correct BHA's are run in as per well programme.</p> <p>8) Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program.</p> <p>9) Responsible to supervise and advice BPRL for implementation of all required drills (H2S, BOP, Fire etc.) at the well-site.</p> <p>10) Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program/practices.</p> <p>11) Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.</p> <p>12) Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.</p> <p>13) Generate the following daily reports in formats as approved by BPRL. Daily Drilling Report in IADC format;</p>
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		14) Daily consumption report of all Consumables, Material reconciliation reports. A daily cost report to be included in the daily drilling report during drilling operations;
2	<p><b>Night Drilling Supervisor – (1 person on 21 days rotation basis)</b></p> <p>1) Engineering Graduate with minimum of 3 years’ experience or Engineering diploma with minimum of 6 years experience in position of Tool Pusher/Night Drilling Supervisor.</p> <p>2) Should be fluent in English and must have valid IWCF certification. Should have sufficient experience in handling drilling complications, well control, cementation and well testing</p> <p>3) Experience in operating TDS/Rotary drilling systems.</p> <p>4) Knowledge of HSE Standards, First Aid &amp; Firefighting practices.</p>	<p>1) Monitor drilling activities progress as per the plan. Issue service tickets for night to service providers.</p> <p>2) Responsible for implementing and maintaining HSE standards and regular safety drills as per guidelines related to well control.</p> <p>3) Ensure proper safety procedures as per DGMS/OISD guidelines are implemented and maintained. Intervene and instruct suitable person in case of operational as well as administrative emergency.</p> <p>4) Supervise and ensure that all well operations are carried as per the drilling programme and inform BPRL representative if any deviation is observed.</p>
3	<p><b>Well Testing Engineer – (1 person during testing -21 days rotation)</b></p> <p>Engineering Graduate with minimum 12 years or diploma holder with 15 years’ experience in exploration well testing and completion. Should have expertise in open hole and cased hole DST, conventional well testing, perforation etc. Should have exposure of exploratory well test design/planning &amp; execution. Person should have undergone First Aid Training,</p>	<p>1) Ensure Well Completions &amp; Testing operations are conducted as per approved well test program for each well/zone.</p> <p>2) Provide continuous 24 hours supervision for all the operations at the well site during well completion &amp; testing stages including HF job , if required to ensure quality, safety and timely completion of well testing operations.</p> <p>3) Responsible for checking on site / at service company warehouse, Well Completion Equipment, Perforating Systems, Surface Testing Equipment, DST tools and Materials before use / Run in Hole.</p> <p>4) Ensure all tests on completion equipment and testing tools are carried out as per testing program prior to running in hole and properly</p>



	<p>Firefighting Training and knowledge of HSE standards.</p>	<p>checked upon pull-out-of hole. 5) Responsible to implement/witness all pressure tests for testing /completion equipment related to well completion &amp; testing as per the testing program. 6) Supervise Packer setting and other well completions running operations and ensure they are executed as per the testing program. 7) Supervise well test flow / shut-in operations to ensure sequence and durations are followed as per testing program and real-time modification as approved 8) Coordinate with Operator's on-site Geologist and Production/Reservoir Engineer for all well completion &amp; testing operations. 9) Assist Drilling Supervisors during well killing and well control situations if any. Ensure surface testing set-up (choke manifold / flow lines / separators etc) are properly / safely configured for high pressure flow and accurate measurement of rates / pressures / temperatures. 10) Supervise and ensure safe operations during all times.</p>
<p>4</p>	<p><b>Petrophysicist ( 1 person on call out basis)</b> Post Graduate Degree in Geophysics or Physics with Electronics or M. Tech (Geophysics). Candidates with minimum 10 years of experience in petro physical interpretation, Operations and log data processing and analysis</p>	<p>1) Provide operational petrophysical support during well operations. 2) Plan logging program for operated wells and liaise with logging contractors for detailed operation planning, tool selection and quality/cost control and logistics. 3) Identification and suggestion of the intervals for MDT, DST and testing based on the log interpretation 4) Petrophysical analysis of well logs including calculation and calibration of Vshale, SW, and permeability by using deterministic as well as probabilistic approach. 5) Generating petrophysical report based on</p>



		<p>the petrophysical analysis</p> <p>6) Calibration of log interpretation with core data for evaluation of reservoir properties</p> <p>7) Carry out quantitative evaluation of hydrocarbon zones, to determine their petrophysical parameters: porosity, water saturation, salinity and gross &amp; net pay thickness to integrate results into subsurface studies.</p> <p>Single or multi-well (field-scale) petrophysical evaluations</p> <p>8) QC of relevant formation evaluation data e.g. open and cased hole logs, CCA, SCAL, mudlogs, pressure data, fluid samples and work closely with Well Engineers and vendor logging companies</p> <p>9) Evaluate well results by fully utilising all the available well data (Logs, Core, RFT Measurements, Lithology Log, image log and Well Tests, etc.)</p> <p>10) Provide comprehensive formation evaluation programme &amp; recommendation to proposed wells</p>
5	<p><b>HSE Engineer – (1 person on 21 days rotation)</b></p> <p>The person should be Science/Engineering graduate &amp; Diploma in safety with five (05) years experience or Diploma in engineering &amp; diploma in safety with eight (08) years experience in HSE related activities in Upstream oil and gas industry.</p>	<p>1) Assist BPRL team in obtaining environment related clearances / approvals for the project, such as Consents from Pollution Control Board, Ground water clearances etc.,</p> <p>2) Reviewing the bridging document of HSE plan between BPRL and all service Contractors. Advising any necessary corrective procedures in HSE plan as per BPRL's Disaster Management Plan (DMP), Environment Management Plan (EMP) &amp; Risk Management Plan (RMP).</p> <p>3) Ensuring adherence of HSE policy during rig building &amp; dig down operation Advising other Contractors to take corrective measures according to laid down guidelines of HSE Plan at drill site.</p> <p>4) Ensuring that all safety precautions have been taken before spudding as per relevant guidelines. Ensure practice of using work</p>





		<p>permit system at drill site.</p> <p>5) Co-ordinate any environmental &amp; safety regulatory representatives visits on-site</p> <p>6) Supervise physical monitoring of ambient environment in and around the drilling locations.</p> <p>7) Prepare environmental &amp; safety compliance reports as per standards oil field practices and put together regular internal reports.</p> <p>8) Preparation of weekly/fortnightly safety reports as per OMR/OISD/BPRL.</p> <p>9) Preparation of all reports on daily basis as per DGMS formats.</p> <p>10) Impart training to the various contract labours and prepare safety training reports.</p>
6	<p><b>Logistics and Material Supervisor – (1 person on monthly basis)</b></p> <p>Science graduate or Engineering Diploma and should have minimum 5 years of working experience in the material/inventory management in E&amp;P industry. The person should have knowledge in inventory management of drilling operations. The person should have knowledge of relevant HSE standards. Person should have undergone First Aid Training, Firefighting Training.</p>	<p>1) Responsible for the warehouse inventory and the transport movement from warehouse/ base to rig location and vice versa according to call out list by the Drilling Supervisor/company man.</p> <p>2) Ensure all materials movement in order to minimize costs and reduce unnecessary costs due to poor logistic planning. Prepare necessary documents for transport of goods in line with the statutory requirements.</p> <p>3) He will be based at BPRL's warehouse/base location at Vadodara in Gujarat.</p> <p>4) He may have to visit drill site recurrently for reconciliation and checking of material consumption.</p> <p>5) He should make daily BPRL's material consumption report and prepare monthly material consumption report in appropriate format; and send both the reports to BPRL office, Mumbai.</p> <p>6) Submission of inventory records, GRV, SIV, etc to BPRL duly signed by Drilling supervisor/company man &amp; BPRL.</p>
7	<p><b>Civil Engineer – (1 person on monthly basis)</b></p> <p>Engineering graduate with 7</p>	<p>1) Preparation of technical specifications of civil works for drill site preparation/site restoration.</p>



	<p>years experience or Diploma holder with 10 years of working experience in the drill site preparation of civil works. The person should have knowledge of relevant HSE standards.</p>	<p>2) Preparing drill site lay out and the foundation design based on drilling rig's footprint. 3) Prepare the cost estimates, monitoring &amp; control for drill site restoration/preparation 4) Supervision, planning &amp; monitoring, control the work progress and certification of measurements &amp; bills etc. as per company's procedure/specification, processing of extra/additional items, reply to any query etc for drill site preparation/restoration works. Prepare post drilling site restoration plan as per industry standards. 5) Supervision and monitoring of drill site restoration civil work. 6) Preparation of DPR/weekly/Monthly reports.</p>
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- The detailed bio-data of all the personnel as per the required qualification specified above must be submitted along with the technical bids. The CONTRACTOR must provide 2 sets of CVs for positions on 21 days rotation.
- The CONTRACTOR shall deploy personnel at designated place within 07 days of mobilization notice period by BPRL.
- Replacement of CONTRACTOR's Personnel – BPRL shall have the right, which shall not be unreasonably exercised, to direct CONTRACTOR in writing to remove and/ or replace any of CONTRACTOR's personnel at the sole expense of CONTRACTOR. BPRL reserves the right to require the dismissal and replacement of any persons considered, in BPRL's sole reasonable documented opinion, to be unfit to carry out their duties. No cost for replacement of such personnel will be payable by BPRL to CONTRACTOR or its sub-CONTRACTORS in the event such dismissal and replacement is required.
- All expenses towards mobilization/ rotation/demobilization/replacement of man power have to be borne by the Contractor and no separate mob/demob charges will be paid. Replacement of the manpower on the advice of BPRL will be provided by CONTRACTOR within 3-5 days from date of advice letter from BPRL without affecting the regular operations.
- Prior to mobilization, the CONTRACTOR shall finally submit personal details of the persons to be engaged in the project along with their CVs. During the period of contract, the bidder should not change the experts engaged for the project for any reason beyond the reasonable control of the bidder. If the deputed expert is not available then the



expert will be replaced by another expert with similar experience/ skill set after approval of BPRL without any loss of time and cost. In the event the CONTRACTOR's personnel plans to avail leave, the CONTRACTOR must inform BPRL of the same fifteen (15) days prior along with the detailed CVs of the personnel who will replace the personnel. In such cases all expenses related to replacement including mobilization and demobilization shall be borne by CONTRACTOR.

- Standard of CONTRACTOR's Personnel-CONTRACTOR shall ensure that the personnel provided by CONTRACTOR pursuant to this Contract are physically fit, and experienced & trained in relation to their job duties, safety and environment. Further, said personnel are also required to hold all certification as may be required by all organizations or government entities having legal jurisdiction over the area of operations, and comply as appropriate. The contractor shall not depute any personnel who are barred/blacklisted by any Govt/PSU companies earlier.
- The CONTRACTOR shall be responsible for, and shall provide for all requirements of his personnel and of their sub-personnel, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to BPRL. BPRL will also not bear the cost of travelling expenses of CONTRACTOR's personnel during supervision including arriving to/leaving from wellsite. Accommodation and messing for field based personnel such as DSV, NDSV, Well testing supervisor, HSE, Petrophysicist will be provided at the rig site, or in the event of a rig evacuation or non-availability at rig site shall be on BPRL's account. For Logistics and Materials supervisor no accommodation, food or transportation will be provided at Vadodara, contractor has to provide these facilities at its own cost. However, for visit to drill site for site operational requirement, necessary to & fro transport will be provided by BPRL. Similarly, for Civil engineer no food, accommodation & transportation will be provided by BPRL incase to be accommodated other than rig site.
- Schedule of CONTRACTOR's Personnel – CONTRACTOR and BPRL shall agree upon the regular rotation for personnel engaged in the services, as per approved Schedule. The cost of other transportation and associated costs are to the CONTRACTOR's account.
- Discipline-CONTRACTOR shall at all times maintain discipline and good order among its employees and any of its Bidder's employees and will not permit any of them to engage in activities that might be contrary or detrimental to safety, the performance of the services.
- Drugs, Alcohol, Firearms and Contraband Offence- CONTRACTOR shall use best



endeavors to ensure that personnel under its control and authority do not, at any time, while travelling on BPRL supplied transportation to or from, or onboard the drilling unit partake of, or have in their possession any contraband, firearm, alcohol, drug or other substances other than for bona-fide medical reasons. CONTRACTOR shall use best endeavors to ensure that personnel under its control and authority do not arrive at BPRL's designated site under the influence of such alcohol, drugs or other substances.

#### **4.4 Drill Site Activities:**

CONTRACTOR will co-ordinate, monitor and supervise the following services in consultation with BPRL.

- Supervision and monitoring of drill site restoration/drill site preparation/approach road preparation/Warehouse/drill site accommodation, etc e as per specifications.
- Receipt of all the materials at warehouse/well site and manage all the inventories and co-ordinate with well site for drilling operation requirements.
- The CONTRACTOR will perform pre-spud audit of all civil works requirement at site, all services and ensure their close out for ensuring smooth spud/opening of wells. Such audits will be documented highlighting actionable items.

CONTRACTOR will direct all well operations expediently, safely and according to accepted industry practices in consultation with BPRL. CONTRACTOR will also coordinate for timely mobilization of materials, equipments and services according to testing/well program and provide expert technical advice, investigate and troubleshoot daily operational related problems, finding appropriate solutions and establish procedures to prevent recurrence of such problems.

Contractor shall assess the logistic requirement of the operation and will co-ordinate for all logistic requirements. The Contractor shall establish an effective working presence at the selected logistics base during preparation for operations. The Contractor logistics co-coordinator will be responsible for managing the companies' interests.

#### **4.4.1 Planning and Coordination:**

Contractor shall:

- Forecast and plan all requirements as per the testing/workover/drilling program (equipment, personnel, supplies, and services).



- Ensure all material/services requests are issued / informed to BPRL Representative/Service contractor in a timely manner to avoid disruption of operation.
- Plan, Schedule and assist (/BPRL) for issue of mobilization notices/ call-out orders required for testing/workover operations and completing the well.
- In the event of any problem on the well or delays in operations, provide solution to resolve the issue in consultation with BPRL.
- Coordinate for smooth operations with the workover rig and other service contractor's to ensure compliance with work programs, project procedure and contract requirements
- Responsible to ensure that proper well control procedures/equipments are in place at site prior to commencement of operations.
- Plan remedial measures for down-hole problems, drilling fluid problems and any other drilling complications

#### **4.4.2 Reporting of the Daily Progress Report:**

- To be the focal point for all the project participants on site and responsible for coordinating with BPRL representatives.
- Prepare and communicate the daily drilling report (DDR), daily consumption report of all consumables to BPRL
- Conduct daily progress/review meeting at site & report to BPRL for feedback/information.
- Document within 24 hours any incidents or failures.
- Supervise & monitor various third party service providers.

#### **4.4.3 Performance and Monitoring:**

- Control and maintain an inventory of well material and well consumables transferred to and from rig.
- Suggest BPRL on any needs for corrective actions in operations/programmes to improve operational efficiency.
- Ensure timely testing of BOP, Fire equipments as required & industry standard.
- Issue End of the Well Report which shall include as a minimum the well history, Completion report, well cost, time analysis, lost time analysis, compilation of all reports, Casing tallies, tubing tallies, pressure test charts etc. within seven days after completion of each well



#### **4.4.4 QHSE:**

The Contractor shall provide HSE related services during the period of contract. The requirement is not limited to the listed activities but shall be reviewed with BPRL on a continuous basis to ensure that adequate standards are established and maintained.

- Contractor will follow the guidelines and requirements of DGMS.
- To supervise waste disposal plan as per the requirements of CPCB/GPCB/OISD/DGMS
- To coordinate with any environmental regulatory visits on-site.
- Ensure that the Emergency Response Plans are in place and understood by all at the rig site.
- Ensure Health, Safety and Environment policies, standards and procedures of BPRL and all statutory procedures are implemented at the rig-site.
- Ensure that safety meetings (weekly/monthly) are held on the rig for the entire well-site team.
- To coordinate with any environmental regulatory authorities visit at site
- Convene meetings to discuss HSE issues & daily progress at site & MIS for appraisal of management

#### **4.4.5 Close out Phase:**

The Closeout Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled wells. On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. A post well operations review to include the following:

- General Well Data
- End of well reports
- Lessons Learnt
- Brief Summary of Operations
- Tubing tallies
- Lost time analysis
- Explanation, cost reduction recommendations
- Well Complications and equipment failures

The Contractor shall also provide technical support after the completion of the project to address any technical issues related to the Operations with BPRL's other Contractors, Govt. or Regulatory agencies. This support may be required as additional documentation generated from Contractor's office or by deputing personnel attending meetings in India.



#### **4.4.6 Deliverables & Time Schedules:**

CONTRCATOR is to provide the following reports to Company

- i) Detailed Well Testing Programme.
- ii) Other documents and reports as required as per SOW
- iii) After completion of each report, the Contractor shall submit a draft of the same to COMPANY for review and comments. The Contractor shall submit the final report of the same incorporating Company's comments. Contractor will provide the detailed well testing design within seven (7) days of go ahead from the company, subject to review and approval by the company
- iv) The Contractor shall submit three (3) hard copies and two soft copies of all the final documents.
- v) All reports should be made available in English language only.



## Bill of Quantities

### Well Site Supervision

Sl. No	Cost Element	Unit	Quantum
1	Day Drilling Supervisor	Day	120
2	Night Drilling Supervisor	Day	120
3	Well Testing Engineer	Day	120
4	Petrophysicist (On call out basis)	Day	60
5	HSE Engineer	Day	120
6	Logistics & Material Supervisor	Month	6
7	Civil Engineer (Call Out Basis)	Month	6

### Remarks:

- 1.0 The contract will be awarded to the lowest of the techno-commercially qualified bidders. The evaluation will be based on the total quoted price.
- 2.0 Estimated no of days is for evaluation purpose only. Payment will be made on the basis of actual no of days.

End of Part -5





## **PART-6**

### **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 5 - 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.
- 1.5** The equipment and vehicles deployed by Contractor with the approval of the Engineer-in-Charge for regular duties under the Contract shall not be normally changed / replaced by the Contractor during currency of Contract except for the same being defective, in which case another hired vehicle of equivalent or higher specifications / model shall be provided by the Contractor. The replaced equipment / vehicle will be accepted only if it has all valid documents for which decision of the Engineer-in-Charge will be considered as final.
- 1.6** The decision with regard to acceptance or rejection of any hired equipment /vehicle offered by the Contractor shall remain with the Company and the same shall be final and binding upon the Contractor.

#### **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** “Area of Operation of hired equipment / vehicles” means the area / places connected with Drilling Operations of BPRL defined in the ‘Scope of Work’ or any other place at the sole discretion of the Company, depending upon requirement to meet the objective of the Contract.
- 2.4** “Charges for Equipment” means the charges for equipment / vehicles per month, with prescribed kilometre run wherever applicable alongwith the required personnel for operations of equipment / vehicles.
- 2.5** “Company” means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.6** “Company Representative” / “Logistics Supervisor” means the person who is duly nominated by Company to represent it for its dealings with Contractor at Company Supply Base(s) and Drillsites.
- 2.7** “Company Supply Base” means the one or two supply base (s) of BPRL located in Gujarat State, India. One of the Company Supply Base where Company intends to store Tubulars will be located within a distance of around 120 kms from Drilling Location while the other Company Supply Base will be located within a distance of around 35 kms from Drilling Location. The exact location(s) of Company Supply Base shall be notified to the Contractor by Company through the LOA.
- 2.8** “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.
- 2.9** “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.



- 2.10** “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’.
- 2.11** “Contractor Personnel” means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.12** “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.
- 2.13** “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at 24:00 Hrs. (IST).
- 2.14** “Demobilisation Notice” means the communication issued by the Company to the Contractor advising the latter to remove its equipment and personnel from Company Supply Base upon completion / termination of the Contract.
- 2.15** “Distance” means the distance by the shortest approachable route unless otherwise specified.
- 2.16** “Drilling Programme/Testing Programme” means the proposed testing of 02 (two) Firm Wells and 02 (two) Optional Wells with an approximate Well Depth of upto about 2,100 (two thousand and one hundred) meters each in Block CB-ONN-2010/8 in the State of Gujarat, India.
- 2.17** “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.
- 2.18** “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.
- 2.19** “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.
- 2.20** “Hour” means an hour of sixty minutes. For the purpose of hire and / or penalty charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.



- 2.21** “LOA” means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.22** “Mobilization” means taking of all actions / steps by Contractor, including making of all required Contractor’s Equipment and Contractor Personnel, which are specified by Company in its Mobilisation Notice, available at Company Supply Base(s), and be in readiness to commence the Services.
- 2.23** “Mobilization Date” means the date by which the Contractor shall be required to mobilise its required equipment, materials and personnel at Company Supply Base(s) and be in readiness to commence the Services, as shall be mentioned in the Mobilisation Notice.
- 2.24** “Mobilization Notice” means the communication that shall be sent by Company to Contractor subsequent to issue of the LOA, asking it to mobilise the required equipment, materials and personnel at Company Supply Base(s) by the date specified therein. Contractor shall be required to mobilise all required Contractor Personnel and Contractor’s Equipment, as may be specified in the Mobilisation Notice, within a period of 7 (seven) Days from the date of issue of Mobilisation Notice by Company.
- 2.25** “Month” means a complete calendar month of the Year.
- 2.26** “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.
- 2.27** “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.
- 2.28** “Third Party” means any party or entity other than Company and Contractor.
- 2.29** “Wellsite/ Drillsite / Rigsite/ Location / Site” means the physical location where an oil or gas well is being drilled / is to be drilled / is intended to be drilled or tested by Owner or the place where the Contractor is directed by the Company to depute / deploy Contractor Personnel and /or Contractor’s Equipment.
- 2.30** “Willful 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 willful act or conscious willful 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' in connection with Company's Drilling Programme.

As part of Services, Contractor shall furnish certain equipment / vehicles, materials, spares and the necessary personnel required to perform Services as per 'Scope of Work' and may include provision of certain other services within Contractor's capabilities that Company may request from time to time. Prices for any additional services, which are not specified in the Schedule of Rates, will be as per mutual agreement.

### 4. EFFECTIVE DATE, COMMENCEMENT DATE AND DURATION OF CONTRACT

The terms and conditions of the Contract shall come into effect from the date of issue 'Letter of Award of Contract' ("LOA") by Company. Such date of issue of the LOA shall be the 'Effective Date' of the Contract.

"Commencement Date" of the Contract shall be the date & time when the Contractor completes Mobilization at Company Supply Base(s), pursuant to issue of Mobilisation Notice, in accordance with Clause 5 below.

The Contract shall be valid initially for a period of 6 (Six) months from the date of LOA. The Company shall, at its option, have the right to extend the term of the Contract for a period of upto 3 (Three) months with the same rates, terms and conditions by giving Contractor a written notice at least Seven (7) days prior to completion of the Primary Term of the Contract.

### 5. MOBILIZATION

**5.1 Completion of Mobilization:** Mobilization of personnel shall commence after issue of Mobilization Notice by the Company. Company shall indicate the required Mobilization Date in the Mobilization Notice to be issued by the Company subsequent to the issue of 'Letter of Award of Contract' (LOA). A period of up to 7 (seven) Days shall be available to Contractor to complete mobilization from the date of issue of Mobilization Notice by Company.

Mobilization shall be deemed to be complete when the required personnel, alongwith all required support for continuity of Services, as per details contained in the Mobilization Notice(s), are deployed at the Company Base and the Contractor is ready to provide the required Services.

**5.2** If Contractor fails to complete the mobilization process strictly as per Clause 5.1 above, necessary deduction for delay in Mobilization will be made as per the Clause 8 below.



**5.3** Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization strictly in accordance with provisions of Clause 5.1 and within a period of 3 (three) days after expiry of the Mobilization Period prescribed in Clause 5.1.

**5.4** No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clause 5.3 above.

## **6. CONTRACTOR PERSONNEL**

**6.1** Contractor shall provide all required manpower for necessary supervision and execution of all Services under the Contract to Company's satisfaction. The number of personnel required to be deployed is mentioned in the 'Scope of Work'. Company reserves the right to increase or decrease the number of Contractor Personnel required to be deployed from time to time.

Contractor shall deploy, on regular basis, its employees of all categories required to support economic and efficient drilling and other related operations in accordance with requirement communicated by the Company from time to time.

## **7. FOOD, ACCOMMODATION AND TRANSPORTATION FOR CONTRACTOR'S PERSONNEL AT COMPANY SUPPLY BASE**

Company shall arrange for food and accommodation at drill site. Contractor, at its own cost, shall arrange for transportation for its personnel for rendering the Services.

## **8. LIQUIDATED DAMAGES AND PENALTY**

### **8.1 Liquidated Damages**

**8.1.1** In the event Contractor fails to Mobilization manpower strictly in accordance with tender terms and conditions, then Liquidated Damages @ 1% of Contract Value for every week of delay or part thereof up to a maximum of 5% of Contract Value will be deducted from the Invoice(s) value.

**8.1.2** 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.



- 8.1.3 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.
- 8.1.4 Provisional Liquidated Damages (based on contract value) 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.

## 9. FORCE MAJEURE

- 9.1 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.
- 9.2 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.

## 10. COMPENSATION FOR CONTRACTOR

### 10.1 Rates

Company shall pay Contractor, as full compensation for the Services and for the provision of Contractor's Items and Contractor's Personnel, the rates and sums described hereunder and specified in 'Schedule of Rates'. Rates shall be pro-rated for number of Days if Services in a particular month are utilised for less than a month. Any additional costs of whatever nature due to any reasons whatsoever shall be borne by Contractor, except as otherwise provided in 'Schedule of Rates'. Rates shall be payable from the date of completion of Mobilization.



## 11. TERMINATION OF CONTRACT

- 11.1 **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.
- 11.2 **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:
- a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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.





- f) 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.
- g) In case Contractor does not provide another vehicle of similar specifications within 3 (three) Days from the date of accident.
- h) In case Services hired remain absent from duty 'continuously for five [05] Days' at a stretch or for 'ten [10] cumulative Days' in a period of 'one [01] year'.

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.

- 11.3 **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure as set above in Clause 24.
- 11.4 **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'.

## 12. LIABILITIES AND INDEMNITIES

### 12.1 Liability

#### 12.1.1 Contractor's Equipment

- 12.1.1.1 Contractor should ensure adequate insurance to cover its risks/liabilities under the Contract and for loss or damage to Contractor or its Subcontractor's equipment above the rotary table.

In case Contractor does not take insurance cover for its equipment and its Subcontractor's equipment, Company's liabilities for loss or damage to Contractor or its Subcontractor's equipment shall be governed as per terms and conditions of the Contract only and all other risks and liabilities Contractor's equipment and its Subcontractor's equipment shall be borne by Contractor.



- 12.1.1.2 If any of Contractor's or its sub-contractor's down-hole equipment, gets lost in a well, Company may, at its sole discretion, decide to fish out such equipment. If Company does not pursue or discontinues fishing operations to fish out Contractor's Equipment, provisions of Clause 28.1.1.3 shall apply.
- 12.1.1.3 Subject to clause 28.1.1.4 below, Company shall be responsible for damage to or loss of Contractor's Equipment below the rotary table and shall reimburse Contractor the depreciated replacement cost or cost of repair, as applicable, for the item lost or damaged, less all proceeds from insurance on the item lost or damaged. The replacement cost shall be computed by taking seventy-five percent (75%) of the original actual cost of the down-hole equipment and then depreciating that amount on a straight-line basis @ 20% (twenty percent) per annum commencing on the 'Commencement Date for Charges' of that equipment under the Contract. Contractor shall provide details of cost of Contractor's Equipment below the rotary table within 30 Days of signing of the Contract.
- 12.1.1.4 Notwithstanding the above, or any other provision of the Contract to the contrary, Company shall not be responsible for damage to or loss of Contractor's Equipment below the rotary table where such loss or damage is caused by the Wilful Misconduct of Contractor's Personnel, or use of damaged or defective equipment or the negligent or intentional use of fatigued equipment, or abuse of such equipment.
- 12.1.1.5 Whenever any loss, damage or destruction of/to any of the Contractor's Equipment as referred above occurs, the Contractor shall immediately notify the same to Company describing the circumstances of such loss / damage.
- 12.1.1.6 Whenever the Contractor makes any claim pursuant to the provisions under Clause 28.1.1.3, the Contractor shall furnish the following documents / information in support thereof:
- List of equipment or other property lost, damaged or destroyed,
  - Extent of damage,
  - Copy of purchase invoice
  - Customs Clearance Vouchers, Invoices or any other documents indicating the date of import (or clearance from SEZ, as the case may be) of the equipment in India.
  - Costs of repairs, if any, supported by evidence of the same.
  - Customs duty paid in case of spares, consumables, accessories, explosives etc.



- Depreciated Value of the damaged/lost equipment as per Contractor's books of accounts.

12.1.1.7 In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement/ repair shall be treated as fresh cases under the Contract. Mobilization period and payment of charges towards Mobilization shall be governed accordingly except under events of Wilful Misconduct on the part of the Contractor.

12.1.1.8 It is understood that pending receipt of claim supported by the required documents/information mentioned above, no payment shall be due to the Contractor on this account. In the event that Contractor's Equipment or property is lost, undisputed portion of such loss shall be reimbursed by Company within one (1) Month from the date of submission of details of the claim by Contractor.

12.1.1.9 It is understood and agreed between the Parties that the loss, destruction or damage to Contractor's Equipment other than as provided above shall be to the account of Contractor.

12.1.1.10 If any of Contractor's Equipment is lost in hole after completion of Mobilization and before issue of Demobilization Notice, Contractor shall provide replacement thereof within a maximum period of 15 (fifteen) Days from the date of loss/ damage thereof.

#### 12.1.2 Liability for Well or Reservoir

The Contractor shall not be liable or responsible for or in respect of followings except for the Wilful Misconduct on Contractor's part:

- (i) Any sub-surface damage (including but not limited to damage or loss of a well or reservoir or formation, the loss of any oil or gas therefrom; or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- (ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- (iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- (iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs thereof, whether caused by its personnel or equipment or otherwise arising from or in



any way connected with such sub-surface operations or in performing or attempting to perform any such operations;

### 12.1.3 Pollution Or Contamination

- a) Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.
- b) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oils, gas, water or other substances, save and except pollution or contamination for which the Contractor assumes liability in terms of Clause 28.1.3 (a) above

Provided that nothing contained in Clause 28.1.3 (b) shall apply if the claims, demands and causes of action may be caused, occasioned by or contributed to the Wilful Misconduct of the Contractor

- c) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and Company, to be the same as of the Party for whom the work was being performed and all of the obligations respecting defence, indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

## 12.2 Indemnity

- 12.2.1 Except as otherwise provided herein, Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults of the Company.



- 12.2.2 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.
- 12.2.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for loss or damage to equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arise out of or in connection with performance of the Contract.
- 12.2.4 Except as otherwise provided herein Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, other contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part or other faults of the Contractor .
- 12.2.5 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its other contractors or sub-contractors when such loss or damage or liabilities arise out of or in connection with performance of the Contract.
- 12.2.6 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its other contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.
- 12.2.7 Contractor shall protect, indemnify and hold harmless Company, its Affiliates, its co-venturers, directors, officers and employees of the Company and its co-venturers from any and all claims or liability of income, excess profits, duties, employment taxes, salaries, wages and compensation and in general royalty, all other taxes assessed or levied by the



Government or by any proper authority thereof against Contractor or its sub-contractors or against Company and, its Affiliates, its co-venturers, for or on account of any payment made to or earned by Contractor under this Contract. Contractor shall further protect and hold the Company, its Affiliates and its co-venturers harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to Contractor's employees and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.

12.2.8 The indemnities given herein above by Company shall not apply for loss, damage, liability, claim, demand, expense, cost or cause of action as may be caused, occasioned by or contributed to by Wilful Misconduct of the Contractor.

12.2.9 The indemnities given herein above by Contractor shall not apply for loss, damage, liability, claim, demand, expense, cost or cause of action as may be caused, occasioned by or contributed to by Wilful Misconduct of the Company.

### 12.3 Limitation of Liability

Notwithstanding any other provisions of the Contract, the aggregate liability of the Company or the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Value. Provided that nothing contained in Clause 28.3 shall apply to the indemnities given hereinabove. Provided that nothing contained in Clause 28.3 shall apply if the liability arises due to the Wilful Misconduct of a party.

## 13. TAXES AND DUTIES

13.1 Contractor shall pay all the taxes like Corporate Tax, Income Tax, Sales Tax, VAT and any other taxes levied by Central / State or any other authorities. However, the Company will make standard deductions towards Income Tax from monthly payments.

GST shall be paid to Contractor at actuals as per applicable rates. Contractors providing taxable service are required to issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and contains the following:

- (a) Name, Address & Registration No. of such person / contractor
  - (b) Name & Address of the person / contractor receiving Taxable Services.
  - (c) Description, Classification & Value of Taxable Services provided
  - (d) GST Amount
  - (e) GST Number of both the parties (Contractor and Company) to be mentioned on the invoice.
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13.2 Payment to service provider for the claimed GST amount will be made provided the above requirements are fulfilled. In case of statutory variation in GST during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the due date of opening of techno-commercial bids and as applicable on the date of revision. Claim for payment of GST / statutory variation in GST, should be raised within two (02) months from the date of issue of Government Notification for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

### 13.3 **Income Tax**

Tax shall be deducted at source by Company from all sums due to an Indian Tax Resident Contractor in accordance with provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

A non-resident contractor i.e., a supplier who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has to obtain on its own either (A) an Order u/s. 195(3) of the Income Tax Act, 1961, or (B) an order u/s.197 of the Income Tax Act, 1961, and furnish the said Order u/s. 195(3) or the Order u/s.197, as the case may be, to BPRL along with each of its Invoices. BPRL shall deduct tax at source in accordance with the directions contained in the Order u/s. 195(3) or the Order u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

The non-resident supplier shall furnish, within 15 days from the date of issue of LOA, a Tax Residency Certificate (Certificate from the income tax authorities of the country of which it is a tax resident, to the effect that, the supplier is liable to tax in that country by reason of it being a tax resident under the relevant tax laws of that country). The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a Notary Public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC. During the currency of the Contract, for the income accrued in different financial years, the supplier should submit separate TRCs for each financial year, based on the period for which the foreign income tax authorities issue the TRC as per the financial year followed in the respective country (viz.- the calendar year or the financial year).

As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish its Permanent Account Number



(PAN) to the person responsible for deducting tax at source. In case the supplier does not furnish its PAN, Company shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

#### 13.4 **Customs Duties**

Import of specified goods for Company's Operations is exempt from Customs Duties subject to conditions laid down in Customs Notification No. 12/2012 dated 17.03.2012. To ensure that the concession is availed, Contractor shall convey to Company well in advance full particulars of the items to be imported in order to enable Company to issue a 'Recommendatory Letter' to the Directorate General of Hydrocarbons, Government of India for issue of an 'Essentiality Certificate' for import of the eligible items without payment of Customs Duty. However, if any Customs Duty/Anti-Dumping Duty/Safeguard Duty is still applicable, the same shall have to be borne by Contractor. The responsibility for follow-up and issue of issue of Essentiality Certificate shall be of Contractor. Contractor shall be responsible to obtain at its own cost, all required permits/ consents/ Essentiality Certificates (EC), wherever applicable and required for the performance of Contractor's obligations under the Contract, from the Government of India / concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of Customs Duties on material / equipment imported into India. Company will provide reasonable assistance wherever required for obtaining Essentiality Certificate for claiming Zero Customs duty, but all expenses related to obtaining the Permits, Consents etc. shall be to Contractor's account. Should the Contractor fail in obtaining Customs Duty exemption as explained above, the Contractor shall be liable to pay & bear any additional amount which may have to be incurred because of the failure on the part of the Contractor.

#### 13.5 **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.

#### 13.6 **Variation in Taxes/Duties/Levies**

Any increase/decrease in all the above mentioned statutory levies viz. Customs Duty, GST, VAT and Cess, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's account. Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.





## 14. PAYMENT & INVOICING

- 14.1 Contractor shall submit invoices duly certified by designated officers of BPRL in respect of the Service rendered by it in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by Engineer-in-Charge or his authorized representative. 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.
- 14.2 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 14.3 Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.
- 14.4 **Invoice Presentation**  
Invoice, accompanied by copies of original vouchers, records, receipts or other supporting evidence for the Services performed or the expenses incurred during each month, shall be submitted to Company on or before the tenth (10th) of each succeeding month.

Invoices should be accompanied by the following documents/details:

- i) The following documents / details should be invariably furnished alongwith the first invoice:
- a) Copy of valid Registration Certificate under 'GST' (for Indian Contractor or Contractor having a 'Permanent Establishment' in India).
  - b) Particulars required for making payments through 'Electronic Payment System' (ECS)
  - c) Mobile Phone No. (Optional).
  - d) E-mail ID.
- ii) Periodical / Monthly payment:
- a. Invoice (i.e. Tax Invoice as per relevant GST Rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, Rate and amount of GST shown separately).
  - b. Insurance Policies and proof of payment of all premia (As applicable)
  - c. Details of statutory payments like PF, ESI, EPF etc. (As applicable)
  - d. Undertaking by the Contractor regarding compliance of all statutes
  - e. Certificate by the Contractor stating that labourers have been paid not less than the Minimum Wages. (As applicable)



f. Copy of Time Sheet

**15. CONSEQUENTIAL LOSS**

- 15.1 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.
- 15.2 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.

**16. ASSIGNMENT AND SUB-CONTRACTING**

- 16.1 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.
- 16.2 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.

**17. 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.

**18. GENERAL LEGAL PROVISIONS**

- 18.1 **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other



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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.

**18.2 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.

**18.3 Language:** The ruling language of the Contract shall be the English language.

**18.4 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.

**18.5 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.

#### **18.6 Headings**

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

#### **19. NOTICES**

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.

**19.1** 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

#### **20. CONFIDENTIALITY**

The Contractor acknowledges that in providing Services it may receive Confidential Information. The Contractor agrees with respect to Confidential Information it receives as follows: -

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- 20.1 The Confidential Information, including all rights relating thereto, is and shall remain at all times the absolute property of Company.
- 20.2 The Contractor in receiving Confidential Information does so in the strictest confidence and shall not, either by itself or by the action of any employee, agent or advisor to it, directly or indirectly disclose, distribute or permit to be disclosed or distributed the Confidential Information to any person that is not bound by the provisions of this Contract, or a like agreement.
- 20.3 Without limiting any provision of this Contract, Confidential Information received by the Contractor may be used solely in connection with and for the purposes of providing the Services and may not be used for any other purpose or be used in a manner which is prejudicial to the Company in any way.
- 20.4 The Contractor in receiving Confidential Information is aware that any breach of this provision may result in suffering and damage to the Company.
- 20.5 The Contractor acknowledges that unauthorized disclosure and/or use of Confidential Information is a breach of this provision and may not be adequately compensated for by damages and may be the subject of equitable/interim relief.
- 20.6 The Contractor in receiving Confidential Information agrees to pay all expenses, losses, damages and costs (including lawyer/client costs) that Company may sustain or incur as a result, whether directly or indirectly, of any breach of this provision by the Contractor.
- 20.7 Immediately upon written demand from the Company the Contractor must immediately return to the Company all Confidential Information (including all copies or reproductions of the same) in the possession or control of the Contractor together with all information and documentation containing, comprising or relating in any way to the Confidential Information.
- 20.8 Failing a written demand for the return of the Confidential Information, Confidential Information may be retained by the Contractor but will at all times remain subject to this provision.



- 20.9 The Contractor will keep Confidential Information confidential and secure and separate from the Contractor's own documentation.
- 20.10 The Contractor shall notify its employees, advisors or other third parties who might have access to the Confidential Information (in accordance with the terms of this provision) of the confidential nature of the information and the Contractor-obligations under this Contract.
- 20.11 This provision shall survive:
- (a) the performance of the Services; and
  - (b) for a period of three (3) years after the date on which the Confidential Information is returned to Company.

## 21. EVALUATION CRITERIA

Price Evaluation of bids will be done on overall lowest quote basis.

## 22. CURRENCY OF QUOTE

Indian bidders have to quote in INR only. Foreign bidders can quote either in USD or EURO. Bidders must specify currency of Quote accordingly in the Price Bid.

## 23. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank / Wire Transfer (Only for vendors based outside India), for **Net** amount of Rs. 1,00,000 (for Indian Bidders) / USD 1560 (for Foreign Bidders, any banking charges, etc have to be borne by bidders) in favor of M/s Bharat PetroResources Limited payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.

The bank details for remitting EMD by foreign bidders as follows:

**Bank Name:** BNP Paribas; **Branch Name:** Fort, Mumbai; **Branch Address:** French Bank Building, 62, Homji Street, Fort, Mumbai-400001; **USD Account no.:** 0900911578100148; **Swift Code:** BNPAINBBXXX.

*Foreign Vendor to mention "Tender No" in Remarks field of swift message while doing wire transfer.*



Bharat PetroResources Limited  
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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.*

*9<sup>th</sup> Floor, Maker Towers-E Wing,*

*Cuffe Parade,*

*Mumbai 400005*

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.

In case of wire transfer, remittances also has to reach in our account mentioned above on / before due date and time and intimation of wire transfer details 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](mailto:rakesh.ujjawal@bharatpetroresources.in)

[ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in)

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.

#### **EXEMPTION FROM EARNEST MONEY DEPOSIT:**

**Micro and Small Enterprises** registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises 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.



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.

#### **24. PERFORMANCE SECURITY DEPOSIT:**

To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor 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 LOA.

#### **25. 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 canceling 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.

#### **26. VENDOR MASTER DATA :**

Bidders have to submit the company details like type of company, PAN, CST/VAT, Service Tax, etc. as per the formats given in the tender along with the relevant documents.

27. 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.

#### **28. MISCONDUCT / MISBEHAVIOUR OF CONTRACTOR'S EMPLOYEES**

The contractor is expected to co-operate with other contractors carrying out work allocated to them so as to avoid braking up of the work already done by them or causing any hindrance in the progress of their work. In case there is any difficulty / dispute the same should be immediately brought to the notice of the Engineer in charge.

If and whenever the contractor's employees shall be in the opinion of the Engineer in charge be guilty of any misconduct or misbehavior the contractor if so directed by the Engineer in charge



shall at once remove such person / persons from the employment.

## 29. CONFLICT OF INTEREST

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:-

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.

30. 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 within 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.

## 31. Purchase preference Linked with Local Content Clause

The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly. The detailed PP-LC Policy document is included in **Part-4** of the Tender.

"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 30 %, (as per Table - 1 or 2 of attached policy). The Policy shall be implemented in the following manner:





1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
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.
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.
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.
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.
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.

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.

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.
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.



**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:

- Sample formats for calculation of LC are enclosed with the Policy by MoP&NG as Annexure-II, III & IV (specify relevant annexure for calculation of the local content by the bidder).
- 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.

**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.

**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



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

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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 draft agreement in Section IX of Part II – GCC is to be replaced with Annexure B of Part-7.

End of Part-6



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## PART - 7

ANNEXURE- A

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

To,

Date:

Bharat Petroresources Ltd.  
9th Floor, E 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/MOPNG OR any Indian PSU/Any Indian Government Department.
- We are not under liquidation, court receivership or similar proceedings

For .....

(Sign and Stamp)



**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 9<sup>th</sup> 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 \_\_\_\_\_ 2017)

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

- 1.
- 2.

- 1.
- 2.

End of Part 7