



SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract, Scope of Work, drawings and any other document forming part of this contract wherever the context so desires. It will be presumed that the Consultant has read, understood and accepted all the conditions stipulated in GCC.

Where any portion of the General Conditions of Contract are repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless different intentions appear, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.

Wherever it is mentioned in the tender document that the Consultant shall perform certain work or provide certain facilities, it shall be understood that same shall be fully effected / carried out by the Consultant at his own cost, unless a different intention is specifically and expressly herein or otherwise explicit from the context

Consultants are advised to acquaint themselves fully before firming up their offers, the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender Document.

2.0 DEFINITIONS

For the purpose of the CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

"CONTRACT" shall mean the Contract including all Annexure and all documents therein attached and amendments which the parties may hereafter agree in writing to be made to this Contract.

"OWNER" shall mean Bharat Petroleum Corporation Ltd, a Company registered under Companies Act, 1956 and having its registered Office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400001 and shall include its successors and permitted assigns.

"ARCHITECT/ CONSULTANT" / "PMC" shall mean the bidder selected by the OWNER for this Consultancy job for the subject project and shall include the successors and permitted assigns of the ARCHITECT / CONSULTANT / PMC.



"PROJECT" shall mean activities required for the Construction of Laboratory Building & its allied facilities for BPCL, Greater Noida for which CONSULTANT is to provide services under this CONTRACT.

"WORK" shall mean the responsibilities to be discharged by CONSULTANT for fulfilling its obligations under this CONTRACT.

"DESIGN BASIS" shall mean requirements as agreed between OWNER and CONSULTANT for undertaking Basic and Detailed Engineering of the Project under CONSULTANT'S scope of work.

"ENGINEERING DESIGN BASIS" shall mean requirements as agreed between OWNER and CONSULTANT for performing engineering design of Project under CONSULTANT'S scope of work.

"PERFORMANCE TEST" shall mean the test or series of tests to be carried out as defined in the CONTRACT.

"AUTHORIZED REPRESENTATIVE" shall mean OWNER'S / CONSULTANT'S representative, authorized to act for and on behalf of OWNER / CONSULTANT, as the case may be.

"CONTRACTOR" shall mean any third party whose services are obtained for execution and/ or erection of facilities covered under CONSULTANT'S Scope of Work.

"SERVICES" shall have the same meaning as WORK.

3.0 SCOPE OF WORK

SCOPE OF WORK: Architectural, Engineering, Design & PMC Services for Construction of Laboratory Buildings & allied facilities at BPCL CRDC, Greater Noida as detailed in the attached document(s).

4.0 LOCATION OF SITE & INSPECTION OF SITE

The site for the Project is the Corporate Research & Development centre of Bharat Petroleum Corporation Ltd, Plot 2 A, Udyog Kendra, Village Surajpur, Greater Noida (UP). The R & D centre is already operational and work has to be carried in the running centre. The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submission of tender. Pre bid meeting shall be on the date and time as mentioned in the Notice Inviting tender (NIT).



5.0 COMPLETION PERIOD

The time for Architectural and Project Management Consultancy Services has been mentioned in SOW.

The time of completion of the Project as specified in the contract is the essence. The time for performance/completion of contractors will be duly covered along with applicable liability clause in the contracts and Consultant will maintain adequate follow-up/generation of documentation to monitor the Contractor's progress and assist OWNER in claiming the liability/damages as per the contracts.

The Consultant's representative should be available for certifying and settling contractor's bills, contract closing etc. The Consultant shall also respond to CVC/CTE queries, arbitration (if any) for a maximum period of 12 months from the date of completion of project(s) without any extra cost.

6.0 PRICE DETAILS

The bidder shall quote rates for the services covered in this tender as per the items only in the e-tender portal, which shall be inclusive of all kinds of cost, expert hiring charges, printing cost, office expense, site office & site team expenses, out of pocket expenses in coordinating with GRIHA, GNIDA and Statutory & local authorities for various meetings and inspections, know-how, duties, incidental expenses, taxes etc except GST which shall be quoted separately. Quoted rates shall remain firm till the completion of the work.

7.0 ESCALATION

The rates quoted by the bidder shall remain firm without any variation till completion of all works as mentioned above. It may be noted that no deviation on this account will be acceptable and offer not containing firm price may not be considered for evaluation.

8.0 ADHERENCE TO GOVERNMENT GUIDELINES

Owner being a Public Sector Undertaking under the Government of India, would be modifying / deleting / adding any clause to comply with the guidelines / directions issued from time to time by the Government / other authorities.

9.0 WARRANTIES & GUARANTEES

9.1 CONSULTANT warrants that:



- a) Personnel: All professional personnel of CONSULTANT shall have proper qualifications for the Work assigned to them hereunder.
- b) Standard of Care and Work: CONSULTANT shall perform their obligations under this Contract in conformity with the standards of care employed by leading Architectural, Engineering & Project Management Consultancy firms and all Work shall be of high standard.
- c) Management, Design & Development: The Management design and development of the Work shall conform to this Contract and shall be free of defects and deficiencies. The management, design and development shall be such that the Work shall comply with the terms of this Contract and shall meet all design, safety and performance and other criteria as specified herein.
- d) Other Services: All Work performed by CONSULTANT not otherwise mentioned in this Clause, including, without limitation, inspections performed by CONSULTANT under this Contract, shall be adequate and sufficient for the purposes specified, in conformity with the terms of this Contract and free of defects and deficiencies.
- e) CONSULTANT'S obligation to manage, design and develop the Work correctly and the General Warranties set forth above, shall not be reduced or affected by any inspection, test, acceptance or payment or by the issue of the Certificate of Acceptance of the Work or any re-performance or replacement of any part of the Work

9.2 General guarantees:

- a) The Consultant shall guarantee the services as specified and described in this tender document and technical documentation to be developed will be in accordance with sound and established engineering practices using NBC / ECBC / CPWD specifications and standards/ IS codes/ statutory regulations in force wherever applicable, for the purpose specified, free from defects / deficiency and suitable for respective uses intended.
- b) In the event of faulty engineering, or defective design/ Engineering or error or faulty approval of design(s), drawing(s) and specifications, including error or omission in the technical services or studies done, undertaken or performed by CONSULTANT within the scope of WORK, CONSULTANT shall promptly and at its own cost and initiative carry out and undertake corrective studies, design(s), drawing(s) and engineering as may be necessary to rectify the fault or defect without any additional cost to the OWNER within a mutually agreed



time frame. However no such liability shall lie after expiry of Defect Liability Period, if, the Performance Guarantees have been met.

- c) Consultant's above guarantees shall be valid up to a period of 12 (twelve) months from the date of Completion of Project.

10.0 TERMS OF PAYMENT

In case of an eventuality if the project is to be discontinued due to non-receipt of approval for construction of facilities from statutory authorities or change in the policy decisions of BPCL Management or for any other reasons whatsoever, the payment to the Consultant will be restricted up to which the services has been performed by the Consultant, on mutually agreed basis.

11.0 LIQUIDATED DAMAGES FOR DELAY

The Architectural, Engineering, Design and Project Management Consultancy (PMC) services shall be completed as per the completion period and to the full satisfaction of OWNER and in case the Consultant fail to complete the whole services within the stipulated period, they shall be liable to pay Liquidated damages (LD) of 0.50% (Point five percent) of the value of contract per week and or part thereof of the delay subject to a maximum of 5.0% (Five percent) of the value of contract.

12.0 INTERACTION WITH OTHER AGENCIES / STATUTORY APPROVALS

- a) It is the responsibility of the Consultant to prepare and submit all necessary documents and drawings to the statutory authorities like Greater Noida Industrial Development Authority / UP Govt., Local bodies, Town Planning (if applicable) / GNIDA water authority, Public Works Department, Central Electrical inspectorate, UP State Electricity Board and or Noida Power Co. Ltd, CEA, Fire Dept., Legal Metrology, Telecom departments, Defence, DGCA, Pollution Control Board / Environment & Forest/ District Authorities and other local authorities and obtain various clearances before commencing the construction activities, during the execution stage as well as on completion of job such as building permit, building use permission, completion certificate, occupancy certificate etc Consultant also to participate in the meeting, interact / visit the authorities concerned for obtaining the above approvals. All incidental expenses with in NCR area including expenses of travel / conveyance for visits / meeting etc in connection with such participation, interactions/ visit etc. shall be included in quoted price.



- b) Fees paid against bank challan / statutory department receipts by the Consultant, to the Government agencies, for obtaining the approval/ sanction and commissioning of the project shall be reimbursed by the Owner on production of original receipts for the same at actual.

13.0 SAFETY AND SECURITY REGULATION

The CONSULTANT shall abide by the safety and security regulation as enforced by the OWNER from time to time. The consultant shall comply with all rules, regulations and orders of various statutory authorities, insurance, Engineer-In- Charge of BPCL, etc at no extra cost to the OWNER.

The CONSULTANT, shall at his own expense, shall provide and maintain sufficient proper and lifesaving and first aid appliances at their workstation at site for its Employees.

The CONSULTANT, shall at his own expense, maintain Employee compensation insurance policy for its Employees till the successful completion of the project irrespective of employees salary, perks and benefits if the employees are not covered by ESI.

14.0 CONSULTANT 'S RESPONSIBILITIES

The CONSULTANT shall be fully responsible for soundness and correctness of all designs of the building and their conformity to the approved plans, designs, specifications and conditions of contracts applicable to the work. BPCLs approval of layout or any other drawings and appointment of any engineering/ supervisory staff by BPCL to supervise the construction work shall not in any way diminish the responsibility of the COSULTANT under this clause. The Consultant has to give guarantee regarding the structural safety and durability of the structure in writing.

The Consultant should perform his duties as Consultants under those presence promptly and diligently, will do everything in their power and authority to ensure that the contractors complete the construction of the buildings and installation of such fittings as may be entrusted to them according to the schedule of time given to them and unnecessary delay is not caused by reason of the Consultants not furnishing details/ designs etc., to the contractor. The Consultant shall not without the knowledge of the BPCL, make any deviations in the plans, estimates or order any variations, omissions or extras.



Consultant, on their own, should ensure that the quality of materials used for construction work is sound and suitable for their specification and shall ask the contractor to test any material, if felt necessary. No request of BPCL to test any material shall absolve Consultant from ensuring use of good quality material.

Special Requirements: CONSULTANT shall develop quality assurance philosophy, health, safety and environmental requirements and the document control requirements etc.

Local Law: CONSULTANT will be responsible for obtaining all information relating to laws, regulations and ordinances, including safety and environmental regulations, in India and applicable to the performance of CONSULTANT'S obligations hereunder including fulfilment of its requirements.

Labour Laws: As Engineer of all the Contracts & representative of the OWNER, CONSULTANT shall be fully responsible for compliance of various applicable Labour Laws including Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules 1971, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Building & Other construction workers welfare cess Act 1996 and the Employees State Insurance Act, 1948. CONSULTANT'S responsibility in this regard shall also include cross checking attendance certification, witnessing of labour payments, certification of PF/ ESI challans etc.

14.1 CONSULTANT'S ACCEPTANCE OF THE WORK

Acceptance of the Work: CONSULTANT acknowledges that it has entered into this Contract for the consideration set forth herein and that CONSULTANT has carefully examined and satisfied itself in respect of all pertinent matters which may bear upon the performance of the Work, the calculation of the Contract Price and the determination of the Schedule of Work, including, without limitation, the quality and quantity of the personnel, resources, inputs and Materials required for the performance of the Work, the availability of labour and personnel for such performance, the character and quality of the Work to be performed, the location where the Work is to be performed and any and all other pertinent matters and conditions.

Information Provided by Owner: The design information and any other information supplied, prepared or commissioned at any time by Owner including the Owner's representative(s) in connection with this WORK is being provided in good faith. CONSULTANT shall exercise its knowledge and competence in scrutinizing and evaluating such information and shall proceed with use of such information only after satisfying itself of its sufficiency for use.



14.2 STANDARDS OF PERFORMANCE

In performing the Work, CONSULTANT shall conform in all respects to the standards of performance set forth in the Contract Documents.

a) Professional Performance: CONSULTANT shall perform the Work in a professional manner, using sound engineering and design principles and management and supervisory procedures, and in accordance with the standards employed by leading Architectural and engineering firms in the industry. CONSULTANT represents that it has the required skills and capacity to perform the Work in the foregoing manner.

b) Management, Architectural, Design and Engineering:

Consultancy services shall be performed and executed by the Consultant in strict conformity with the requirements of this Contract. CONSULTANT shall submit to Owner for approval, within the time periods specified in this Contract or in the absence of any specified periods within periods specified by Owner, such documents, write-ups, designs, calculations, drawings, samples, patterns, models, presentations and manuals as may be specified in this Contract, or as may be reasonably required in order to enable Owner to approve the Work and the Project Management. Owner shall signify its approval or disapproval.

Consultant shall be responsible for a discrepancies, errors, or omissions in the documents and other particulars supplied by them whether or not such documents and particulars have been approved by Owner. CONSULTANT shall not depart from the approved documents, drawings, samples, patterns, manuals etc except as directed by Owner in writing.

The Owner shall be entitled at any time to suggest any amendments /modification(s) in the plans/ designs/ drawings and the CONSULTANT shall thereupon either convince the Owner that such amendment/modification are unnecessary in whole or part or shall implement the same and shall cause the plans/ drawings/ designs to be accordingly amended; provided that no such approval of or amendments/modifications in the plans/ drawings/ designs suggested by the Owner shall anyway absolve CONSULTANT of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the CONSULTANT plans/ drawings/ designs in the relative work and the fulfilment of all specifications and performance guarantees of the consequent work, any such approval or suggestion by Owner as aforesaid being intended only by way of assistance to the CONSULTANT without any attendant liability upon the Owner.



CONSULTANT shall not permit any Work to be done, at variance with drawings / designs approved by the Owner and/ or amended or modified as aforesaid or otherwise in terms of the Contract.

c) Compliance with Applicable Laws and Regulations:

CONSULTANT shall abide by all applicable laws, regulations and ordinances of all governmental authorities and of the administrative subdivisions thereof applicable to this Contract and the performance by CONSULTANT of the Work in any jurisdiction and by all rules and regulations of those Persons and entities having control or jurisdiction over the Work. CONSULTANT represents that it is fully aware of all of the legal requirements, business practices and rules and regulations, which must be followed when performing the Work, CONSULTANT shall furnish to Owner, promptly upon request, such information concerning CONSULTANT and their respective employees, servants and agents as Owner may be required to furnish to any applicable governmental or other agencies or authorities.

15.0 RIGHT TO INSPECT

15.1 Inspection and Examination

Owner, Owner's Representative/or Owner's designated Consultants and/ or other representatives shall be entitled & all time to inspect, examine and test all material, services supplied by Consultant provided such inspection, examination and testing shall, to the extent possible, be carried out in conjunction with CONSULTANT 's similar activities and if not upon prior intimation to CONSULTANT.

In furtherance of the foregoing, CONSULTANT shall arrange for Owner to have access to all places where design and development are being carried out. Under no circumstances shall CONSULTANT deny such access to Owner or Owner's representatives.

15.2 Rejection and Replacement

Owner and its designated Consultants and representatives shall be entitled to reject at any time any portion of the Work carried out by the contractor which is defective, deficient, not within specifications or otherwise of inferior quality or faulty workmanship and require its re-performance or replacement. Rejected and other defective or deficient management or workmanship shall be satisfactorily redone. The Consultant to ensure the satisfactory replacement of the items to the satisfaction of Owner.

15.3 CONSULTANT to Furnish Services for Inspection:

CONSULTANT shall furnish at each location where inspection and examination is carried out pursuant to Section 15.1 all reasonable facilities, assistance, labour and



utilities necessary for the safe and convenient inspection of WORK that may be required pursuant to this Contract. CONSULTANT shall also furnish Owner and Owner's designated Consultants and representatives with access to records of all inspections undertaken by CONSULTANT. All inspections and examinations by Owner, or its designated Consultants and representatives shall be performed within reasonable time required for such inspection/ examination and in such manner as not unnecessarily to delay the WORK. Tests shall be conducted in accordance with applicable provisions of this Contract or otherwise as may be agreed between OWNER and CONSULTANT.

15.4 Inspection on behalf of Third Parties:

Third parties acting pursuant to the requirements of Indian authorities shall have the same rights of inspection and examination as are granted to Owner pursuant to this clause 15.

15.5 Consequences of Inspection or Failure to inspect:

The right of inspection and examination by Owner and by its designated Consultants and other representatives provided herein is intended solely for the Owner's benefit, it being understood that no exercise of or failure to exercise such right shall relieve CONSULTANT of any of its obligations hereunder or prejudice any of Owner's rights under this Contract.

16.0 CONFIDENTIAL INFORMATION AND SECRECY

Confidential information shall mean all technical information relating 'directly or indirectly to the PROJECT which is disclosed to PMC by or on behalf of OWNER

PMC shall not disclose confidential information to any third party without prior written approval of the OWNER. PMC shall use the confidential information only for the services to be performed for implementing this CONTRACT, and will disclosure of confidential information within its organization to only those of its employees who need to make use of it for the aforesaid purposes

The PMC, his employees, and their authorized persons shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs and data.

17.0 EXTENSION OF TIME

If the Consultant fail to complete the works within the original period of completion of the work on the ground of their having been unavoidably hindered, or on other ground



which is beyond their reasonable control, they shall remain bound to apply in writing for an extension of time to BPCL and BPCL may, authorise such extension of time, as may, in their opinion be necessary. The Consultants shall remain bound to complete the entire work within such an extended period without any additional cost to BPCL.

18.0 SPECIFICATIONS

The specifications of the entire work shall be according to latest edition of relevant IS Codes, NBC, CPWD etc. unless otherwise approved by BPCL. If a particular specification is not available in the IS specifications, then specifications laid down by Consultants and approved by BPCL be followed. The Consultants specifications and design shall give due consideration to economic design and easy availability of materials in the locality.

19.0 NO EXTRA FOR CORRECTIONS, REVISIONS

The Consultant shall carry out the work and incorporate corrections, revisions, additions, alterations, deletion and substitution as informed by BPCL from time to time and no extra payment shall be made for this. All reproducible/ tracings of approved drawings will be given by the Consultant to BPCL after completion of the job. The approved design/ drawings prepared by the Consultant for this job will become the property of BPCL and BPCL will be free to use the same at their own discretion.

20.0 ADDITIONS AND ALTERATIONS

BPCL shall have power to make any alterations in or omission from or addition to or substitution to the original specification / drawings that may appear to necessary during the progress of the work and Consultant shall be bound to carry out the work in accordance with all instructions. All these additions, alterations, omissions and substitutions shall not invalidate contract. Any additions, alteration, deletion in the scope of work, specifications, schedule of quantities or any clarifications, interpretations etc. provided by the Consultant to the Contractors must be with information and concurrence of BPCL.

21.0 NO COMPENSATION FOR NON-COMMENCEMENT OF WORK & DELAY IN PAYMENT:

If at any time, after the commencement of work BPCL for any reason whatsoever do not require the whole job or part thereof as specified in the tender to be carried out, BPCL Engineer shall give notice in writing of the fact to the Consultant who shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he / they might derived from the full execution of the works & work not having been carried out. The fees payable to the Consultant will be restricted to the



stages referred to in 'Terms of Payment' up to which the services of Consultant have been utilised.

The Architect/Consultants shall have no claim for any interest or any other compensation with respect to any delay in payment of interim or final bills, or in respect of any amount, which may be in BPCL's hands owing to any dispute between BPCL and the Architect/Consultants.

If there is no decision about the work on the part of the BPCL for twelve months, the work shall be deemed to have been abandoned and fees for the work done up to that stage shall be paid to the Architect / Consultants. The fees payable to the Consultant will be restricted to the stages referred to in 'Terms of Payment' up to which the services of Consultant have been utilised. However, in case the work is resumed, then these fees will be adjusted with the total fees to be paid.

22.0 NO EXTRA FOR DELAY IN COMPLETION OF WORK:

The Architect /Consultant shall not be entitled to any payment or remuneration over and above the fees quoted on the ground that the work is for any cause or by any reason whatsoever, not completed by the due date, nor shall the Architect be entitled to any extra payment or remuneration by reason or/on account of any delay caused by the contractor(s).

23.0 FORCE MAJEURE

Neither Consultant nor BPCL shall be considered in default in performance of its obligations herein incorporated, if such performance is prevented/delayed because of war, hostilities, revolutions, civil commotion, strikes, epidemic, accident, fire, cyclone, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance or any Government subdivision thereof, because of any act of God, or for any cause beyond the reasonable control of the party affected.

Neither party shall take advantage of any clerical error or mistake which may creep in or occur in the contract, plans, instructions, or any other papers supplied to or by the Architect/ Consultant in connection with the work, but such clerical error or mistake shall be brought to the notice by the one to other without any loss of time and the same shall be rectified.



24.0 BPCL NOT RESPONSIBLE FOR CONSULTANT'S EMPLOYEES

The Architect/ Consultant may employ such employee as he thinks fit, and the employees so employed shall be employees of the Architect/ Consultant for all purposes whatsoever. The Architect/ Consultant shall abide by all rules, laws, and regulations that may be in force from time to time regarding the employment or the condition for service of the employee. If under any circumstances whatsoever, BPCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Architect/ Consultant in abiding by the aforesaid rules, laws, and regulations, or is held liable or responsible to the employee of the Architect/ Consultant in respect of any matter whatsoever, BPCL shall be reimbursed by the Architect/ Consultant for the same as also any other expense of cost incurred by BPCL in any proceeding or litigation, as a result of any claim, demand or act on the part of the employees of the Architect/ Consultant, BPCL shall be entitled to claim damage or compensation from the Architect/ Consultant in that event

25.0 CONSULTANTS ORGANIZATION STRUCTURE FOR THE PROJECT

Consultant to ensure that adequate skilled experienced and quality manpower are to be maintained both in Head office and at Site during the course of Project. Consultant to deploy personnel at site during the entire construction period as detailed in SOW. Consultant to ensure that the RE and there Site Engineers should be permanent employees of the consultant. A declaration regarding the same along with proof should be submitted by the consultant before the commencement of construction activities at site.

Consultant to furnish the exact manpower proposed to be positioned both at Head Office and Site for the Project. These details, along with their CVs shall be discussed and finalized with Owner.

Prior to deployment by Consultant of personnel with respect to any service covering construction supervision, commissioning assistance at site in relation to any services, Consultant shall submit detailed CVs of such persons proposed to be posted at site to OWNER for concurrence and approval. Any concurrence/approval does not relieve Consultant of his responsibilities and all the liabilities to this effect shall be of Consultant.

The specialized personnel proposed to be deputed at site shall be well qualified, highly experienced and capable of handling their respective activities independently and shall meet all the requirements & responsibilities of the CONSULTANT collectively



Should the performance of any Consultant's personnel be found unsatisfactory by OWNER, the replacement of such personnel shall be carried out by Consultant within 15 days of notification by OWNER. The RE & Site engineer should be retained at site till final bill is certified / documentation is completed

26.0 SITE OFFICE

Consultant has to make their own arrangement for their site office at site in consultation with the owner. All computer, laptop, printer, office consumables etc. has to be arranged and maintained by the Consultant for their use. Consultant shall be provided bare office space by BPCL in the existing building(s). Subject to availability the owner shall provide Admin support (Lunch, tea, snacks) to Consultants staff on chargeable basis as applicable from time to time. However such services are available at CRDC only for 5 days a week.

27.0 CHANGES AND ADDITIONS IN CONSULTANT'S SCOPE OF WORK

OWNER shall have the right to request CONSULTANT in writing to make any changes, modifications, deletions and/or additions to consultant's scope of work. CONSULTANT will be obliged to make such changes and/or additions contemplated by the OWNER.

SECRECY DECLARATION WITH BPCL

The undersigned () establish at (registered address.....
) (Herein after called the ("ARCHITECT/ CONSULTANT")

Hereby declares vis-à-vis

BHARAT PETROLEUM CORPORATION LTD., with its registered office at Bharat Bhawan, 4&6 Currimbhoy road, Ballard Estate, Mumbai 400001 (hereinafter called "BPCL") that the ARCHITECT/ CONSULTANT accepts the following terms and conditions on BPCL is prepared to communicate to the ARCHITECT/ CONSULTANT or allow the communication to ARCHITECT/ CONSULTANT certain CONFIDENTIAL INFORMATION (as hereinafter defined).

1. THE "WORK "shall mean any work and service which may or have been entrusted to the ARCHITECT/ CONSULTANT with respect to BPCL's CRDC Construction of Laboratory building Project & its Allied works. In order to prepare and submit a Bid for the WORK and/or to perform the WORK, the ARCHITECT/ CONSULTANT will be given access to certain information



relating to the activities of BPCL, and to various designs, specifications, codes of practice and standards, including proprietary information of third parties.

2. "CONFIDENTIAL INFORMATION" shall mean any knowledge, data and information disclosed to the ARCHITECT/ CONSULTANT by or on behalf of BPCL in writing, in drawings, by site inspection or in any other way or acquired by ARCHITECT/ CONSULTANT directly or indirectly from BPCL in connection with the WORK or the preparation and submission of a Bid for the WORK, as well as all documents, drawings, data or other information which the ARCHITECT/ CONSULTANT has prepared or will prepare in connection therewith in so far as such documents, drawings, data and information contain knowledge and/or information disclosed by or acquired from BPCL, its parent company, subsidiaries or associate companies.

CONFIDENTIAL INFORMATION shall not include such knowledge and information which at the time of disclosure or acquisition:-

- a) Was already in the free possession of the ARCHITECT/ CONSULTANT.
 - b) Is part of the public knowledge or literature?
3. The ARCHITECT/ CONSULTANT shall preserve and cause his directors, employees, agents, vendors and sub-contractors to preserve the secrecy of any CONFIDENTIAL INFORMATION.
 4. Except with the prior written consent of BPCL, the ARCHITECT/ CONSULTANT shall not for any purpose other than the performance of the WORK or the preparation and submission of a tender for the WORK:-
 - a) Disclose to any third party or enable any third party to note the fact that the WORK has been or may be entrusted to the ARCHITECT/ CONSULTANT.
 - b) Reproduce, copy or use or disclose to, place at the disposal of or use on behalf of, any third party or enable any third to peruse copy or use any CONFIDENTIAL INFORMATION.
 5. The undertaking under paragraph 4 above shall continue insofar and for so long as the CONFIDENTIAL INFORMATION in question has not:-
 - a) became part of the public knowledge or literature or ;
 - b) been disclosed to the ARCHITECT/ CONSULTANT by a third party (other than one disclosing on behalf of BORL) whose possession of such



information is lawful and who is under no secrecy obligation with respect to the same.

6. The copyright in any CONFIDENTIAL INFORMATION in documentary from shall, in the absence of any express provision to the contrary thereon, be vested on BPCL.
7. Upon completion of the WORK, or, if it is decided that the WORK will not be entrusted to the ARCHITECT/ CONSULTANT upon notification to the ARCHITECT/ CONSULTANT of such decision, the ARCHITECT/ CONSULTANT shall return to BORL any CONFIDENTIAL INFORMATION supplied to or acquired by the ARCHITECT/ CONSULTANT in writing or any documentary form.
8. The ARCHITECT/ CONSULTANT shall ensure that if under the terms of this declaration any CONFIDENTIAL INFORMATION comes to the knowledge and/or in the possession of any third party such third party shall also be bound by the stipulations contained in this declaration.
9. The ARCHITECT/ CONSULTANT may disclose CONFIDENTIAL INFORMATION to its parent or affiliate companies and to the employees, agents or subcontractors of the ARCHITECT/ CONSULTANT and of such parent or affiliate companies as necessary for the WORK, or the preparation and submission of a tender for the WORK, provided that prior to any such disclosure any person or company receiving CONFIDENTIAL INFORMATION shall be bound by written secrecy declarations with the ARCHITECT/ CONSULTANT in the same terms as contained herein.
10. The ARCHITECT/ CONSULTANT understands and agrees that BORL have no obligation to award any contract for the WORK on the basis of any prequalification data or any tender submitted by the ARCHITECT/ CONSULTANT.
11. Neither BPCL nor any BPCL's affiliated companies shall be liable for any damage, including personal injury or death, that might arise as a consequence of the use of the information obtained by ARCHITECT/ CONSULTANT hereunder, and ARCHITECT/ CONSULTANT shall keep BORL and its affiliates harmless from an indemnified against any claim or action in respect of such damage brought by any third party whatsoever.
12. This declaration shall be construed under and governed by the laws of Indian.



13. Any dispute, whether resulting from a claim in contract or at law, which may arise in connection with the Secrecy, Declaration or the interpretation, application, implementation, validity, breach or termination of said Declaration of any provision thereof shall exclusively be referred to and finally settled by arbitration in accordance with the contract and the venue for the arbitration shall be Mumbai.

ACCEPTED AND AGREED TO
For the ARCHITECT (Architect's Name)

.....

(Name).....

(Title).....

(Registration No).....

(Date).....