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

Engagement of Consultancy Firm for Subsurface Data Interpretation and Reserves Certification for Offshore Brazil Concession.

GLOBAL OPEN TENDER

Tender No : 1000338992

e-Tender Id : 64478

PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject : **Engagement of Consultancy Firm for Subsurface Data Interpretation and Reserves Certification for Offshore Brazil Concession.**

Bharat PetroResources Ltd invites 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:

      i. Instructions to Bidders -Part 1
      ii. General Instructions for e-Tendering -Part 2
      iii. General Conditions of Contract & Policy for Holiday Listing -Part 3
      iv. Bid Qualification Criteria -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 Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

4. 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. **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.

9. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).

10. **Pre-bid meeting will be held on 01.10.2019 @ 1100 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 **30.09.2019 @ 1500 Hrs (IST)** through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.

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-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, verify the originals and verify the credentials of the vendors with clients, if required.

15. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

    Contact Details: Tel Phone: +91-22-24176419, +91-79-68136861, +91-79-68136871, +91-120-2474951, +91-33-24293447, +91-44-26142669.
    E-mail: satyanarayan@abcprocure.com; support@bpcleproc.in.

16. **FOR ANY QUERIES / CLARIFICATIONS ON TENDER TECHNICAL SPECIFICATIONS / COMMERCIAL POINTS AND OTHER TERMS AND CONDITIONS OF THE TENDER PLEASE CONTACT AS UNDER:**

Name	**RAKESH UJJAWAL**	**RAVI KUMAR BURA**
Contact No	**+91-22-22175665, +919929095701**	**+91-22-22175672, +919892269446**
Email Id	**rakesh.ujjawal@bharatpetroresources.in**	**ravikumar.b@bharatpetroresources.in**
Office Address	**12th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005** **Board No : 022 -22175600** **Fax No : 022-22154364**	

17. Only in case of any complaints regarding the Tender/ Tender Conditions , please contact following Independent External Monitors (IEM) :

- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323,
  Email : vikramsrivastava1973@gmail.com.

- Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile : 08853760730, Email: vbsinghips@gmail.com.

Thanking you,
Yours faithfully,

For Bharat PetroResources Ltd.

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

End of Part 1

Part -2

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (http://www.bharatpetroleum.in) or the CPP portal (http://eprocure.gov.in) or from the e-tendering website (https://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 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/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

   V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

   VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

   VII. No manual bids/offers along with electronic bids/offers shall be permitted.

7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.

8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is

advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.

9. BPRL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

   For system related issues:

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

End of Part -2

PART-3

Bid Qualification Criteria

1. Technical Criteria

i. The bidder must have a minimum 10 (Ten) years of experience in Oil & Gas Subsurface data interpretation and reserve certification, as on bid closing date.

ii. Bidder must have successfully completed consultancy work for Subsurface Data Analysis of at least 1 project during the last 7 years which includes of 3-D Seismic Data interpretation, Prospectivity Evaluation, Static & Dynamic Reservoir Modelling Studies, Reserve certification as per PRMS guidelines for deep water Offshore Exploration & Production assets.

iii. The bidder must have successfully carried out Oil and Gas reserves certification for minimum ten (10) projects under different contracts/purchase order in last 07 years, as per PRMS guidelines.

Consortium / Group companies/MOU tie up are not allowed to participate in this tender. However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case the bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letterhead till the completion of the job in all respects by authorized person of the company and a power of attorney in that behalf shall accompany the tender.

Documents Required for Technical Criteria:

i. To establish the experience of bidders in Oil & Gas subsurface data interpretation and reserve certification, bidder should submit ten year old work order and completion certificate as on bid closing date. The bidder can hide value of the contract if bidder desire.

ii. In compliance of Technical criteria ii & iii of BQC, Bidder has to submit copy of Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate.

2. Financial Criteria

i. The bidder should have achieved a minimum average annual financial turnover of USD 0.156 million (Rs.1.12 Crores) as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years.

ii. 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 the bidder submits the bid based on Parent/holding Company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letterhead till the completion of the job in all respects by authorized person of the company and a power of attorney in that behalf shall accompany the tender. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

Documents required for Financial Criteria:

I. 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 Dec'18/Mar'19.

II. Bidder has to submit a Certificate by a Practicing Chartered Accountant or by equivalent professional in country of origin of bidder (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder showing /indicating year wise turnover and net worth figure.

III. In case audited accounts are not mandatory as per law in Bidders' country, bidder to submit financial statements certified by Statutory Auditors of the bidder or Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) along with a proof of audit is not a mandatory requirement.

3. Other Criteria:

I. The bidder should not be barred/holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them from carrying on business dealings with BPRL /MoPNG or serving a banning order by another Oil PSE.

II. 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 for Other Criteria:

I. An undertaking in support of not being barred / holiday listed by any of the mentioned Organization on their letter head.

II. An undertaking in support of not under liquidation, court receivership or similar proceedings on the letter head.

4. General Requirements

I. All documents furnished by the bidder in support of meeting the Technical / Financial criteria of BQC shall be

a. **In case of Indian Bidder :**

All the documents to be duly certified by Third Party Inspection Agencies (TPIA) accredited for verification of documents under "NABCB accredited bodies as per requirements of ISO/ IEC 17020 as Type-A" in QCI's NABCB website given here as on due date of bid submission

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Bidder to submit the Certificate of Genuineness from TPIA as per the Annexure-F.

b. **In case of Foreign bidder :**

All the documents to be duly certified by any one of the Third Party Inspection Agencies (TPIA) listed below:
SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ UIPL/ RITES Ltd/ ITSIPL/ BV/ TUV/ CEIL/ MECON/ Moody
Bidder to submit the Certificate of Genuineness from TPIA as per the attached format.

Or

All the documents should be duly notarized by any Notary Public in the Bidder's country.

Or

All the documents should be duly certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country.

II. Bidder has to submit the undertaking documents as per the Annexure-G, as appropriate.

III. If any of documents submitted in support of meeting BQC, is not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce of bidder's country or Indian Embassy in bidder's country or their embassy in India.

IV. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid in absence of such documents. BPRL reserves the right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.

V. In case of BPRL Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate, certification by TPIA is not mandatory.

VI. BPRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.

VII. All the charges for verification/ attestation will be borne by the bidders.

End of Part -3

Part-5

SCOPE OF WORK

INTRODUCTION

IBV Brasil Limitada (BPRL) is a 50:50 joint venture of Bharat PetroResources Ltd (BPRL) and Videocon India Ltd (VIL).

BPRL intends to hire the services of a reputed global Oil & Gas Consulting firm for carrying out independent oil and gas resource/reserve assessment and certification for four (04) oil & gas discoveries in Ultra-Deep water Concession, Offshore Brazil. The scope include Seismic data interpretation, Petrophysical data interpretation, Well Test data interpretation, building of static & dynamic reservoir models, generation of production profile and recovery scenario, for four (04) major existing oil & gas discoveries in the concession. The main objective of the study is to build the reservoir models (Static & Dynamic) in order to delineate the resource potential of discoveries and identify the uncertainties associated with these oil & gas discoveries. The language for all the reporting, presentation and discussion purposes shall be English.

The work will be carried out in two stages.

Stage 1: Existing 2D & 3D Seismic data Interpretation, Geological Mapping, Petrophysical Characterization & Analysis, Reservoir Studies, In-Place Resource Assessment, Assessment of Technical Recoverable Volumes and a Volumetric Resources Assessment report, Production Profile, Different recovery scenarios for all discovered Oil & Gas reservoirs and Independent reserves certification.

Stage 2: Extended Well Testing (EWT) will be carried out during Q3 2019-2020 to Q1 2020-2021 in one of the discovered reservoirs and the results of the same will be available tentatively by April 2020. The vendor needs to incorporate the EWT results in the final dynamic model.

Objective of Study:

The main objective of the project is to carry out integrated studies from Seismic to Reservoir model building (Static and Dynamic Models), Resource assessment and Certification, as per Petroleum Resource Management System (PRMS, 2018) guidelines. These four Oil & Gas discoveries are in turbidities clastic reservoirs.

The scope is to carry out Seismic Interpretation, Geological Mapping, Petrophysical Characterization & Analysis, Reservoir Studies, In-Place Resource Assessment, Assessment of Technical Recoverable Volumes and a Volumetric Resources Assessment report, Production Profile, Different recovery scenarios for all discovered Oil & Gas reservoirs.

The scope will comprise of carrying out Independent reserves certification and reporting required for various approvals and bank financing, as per PRMS, 2018 standard.

In order to meet the mentioned objectives, the following workflow is perceived:

I] Scope of Work and Terms and conditions for stage 1

A. Scope of Work:

A full field study consisting of:

a) Carry out detailed 3-D seismic data interpretation which includes Seismic-Well Tie, Geological Mapping of Discovered Oil & Gas Reservoirs, and associated major/minor faults, generation of structure maps and pay maps along with porosity and hydrocarbon saturation maps for each identified reservoir.

b) Petrophysical Evaluation & Analysis of Discovery & Successful Appraisal Wells

c) Integration of Core, Well logs and Broadband/Conventional 3-D Seismic data for Lithofacies, Porosity, Rock Properties and Pore Fluid Distribution.

d) Preparation of Static Reservoir Geological Models for Four major Discoveries based on available Seismic, Well logs, Core data and all other available G&G & other technical information.

e) Up-scaling of Static Geological model to construct Full-field Dynamics Reservoir Models & Simulation cases accounting for various Heterogeneous Flow Characters of Discovered Reservoirs, and Production Forecasting.

f) Identification of Reservoir Uncertainties (reservoir extent, heterogeneities, flow units, flow behavior, reservoir pressure maintenance, Estimated Ultimate Recovery (EUR) per well & field etc.), which needs to be addressed before entering into field development.

g) In-Place Hydrocarbon Resource Assessment, Assessment of Technical Recoverable Volumes and a Volumetric Resources Assessment report.

h) Independent reserves estimation and certification required for various approvals, bank finances and financial accounts, as per SEC/WPC/SPE standard.

Envisaged detailed tasks to be carried out in each of the Step are described below:

1. Data QC of existing data required for detailed study:

1.1. In order to carry out detailed study, all relevant data for the field will be provided by BPRL mostly available in a PETREL/ GEOLOG (except NMR and Image processing). The data set will include:

- Seismic data –Broadband 3-D Seismic survey - ~ 1300 Km^2
- Seismic Velocity data
- VSP and well check shot data, wherever available
- Recorded well logs
- Well completion reports
- Geological reports
- Core analysis reports
- Geological laboratory reports
- Testing / MDT data
- Pressure data (FBHP, SBHP, THP, BU, RLT, etc.)

1.2. Bidder to carry out QC of the provided data and to bring to notice of BPRL for any gaps, which BPRL may provide as per the availability. The details on data availability, volume of data and the format is given in Annexure- I.

1.3. The data will be reviewed and quality checked for consistency and significance to the project. Following completion of data gathering, a detailed list of the data types collected and its review to be reported.

2. Interpretation of 3-D seismic data:

2.0 Independent Mapping of Discovered Oil & Gas Reservoirs and associated major/minor faults, generation of structure maps and pay maps along with porosity and hydrocarbon saturation maps for each identified reservoir

2.1 Preparation of Interval / average velocity maps and creation of volumes using seismic derived velocity calibrated with well data and refinement /re-computation

of 3D depth volume to ensure that the well markers match consistently with seismic events. Identification of intervals with rapid/significant lateral velocity variations. Residual variations to be reported separately

2.2 Interpretation should be consistent with 3-D seismic data volume in depth and time domains. Analysis of differences in correction of depth interpretations and refinement of velocity-depth volume is to be carried out and documented

2.3 Pre-stack Geostatistical 3D seismic inversion studies to help in identification of facies and fluid, which will be used in property propagation in static modelling

2.4 Volume attributes analysis and extraction of Seismic based Facies Volume in depth domain using different techniques such as Principal Component Analysis, Neural Network Analysis, spectral decomposition, etc. is to be carried out for the entire volume

2.5 Suitable method(s) to be used on the data to extract property volumes including Porosity, Saturation Volumes etc. and these to be validated at well location with the logs

3. Log Interpretation & other Allied Data of Drilled wells

3.1 QC of available interpreted horizon markers at wells and if required the surface markers to be re-picked, checked and finalized for further use in the study

3.2 Petrophysical analysis of well logs and its interpretation to generate information on petro-physical properties like porosity, permeability, fluid saturation and fluid contacts for each well adopting a suitable methodology for an integration process to include them fully in to Static geologic models. The petrophysical results obtained are to be calibrated against the core data wherever available

3.3 Analysis for identification of fluid contacts. The MDT pressure data, if available in the field may be used for the purpose

4. Reservoir Analyses of well test data & performance prediction including but not limited to:

4.1. Analysis of available well DST & PVT results

4.2. Integrate Well Test results into the Dynamic Reservoir Models.

4.3. Inflow Reservoir Performance

4.4. Identify data gaps and suggest suitable measures

5. Facies Modeling, Reservoir Characterization & Property Modeling

5.1 Identification and definition of depositional and reservoir facies based on cores and various logs. Formation image logs, wherever available, to be used for finer reservoir description, facies definition, fracture modeling, etc. These facies are to be characterized in subsequent steps for their properties and finally to be upscaled.

5.2 Characterization of the reservoirs are to be carried out based on the integration of available as well as re-evaluated properties of the reservoir rock. This should incorporate the results of special log analysis and to be linked to the available core analysis data.

5.3 Integration of facies information obtained through seismic and geological studies with log facies to make a consistent model of reservoir properties throughout the field.

5.4 Preparation of reservoir property models and maps for each reservoir units.

5.5 Definition of the reservoir layering for geological and simulation models for reserves estimation will be prepared. For this purpose, maps of porosity, effective thickness and oil saturation values are to be prepared. Reasonable number of cross sections and fence diagrams may be prepared for visual explanation of reservoir architecture. An attempt to be made to identify sub layers within the pay zone, which can help in better understanding of fluid flow within the reservoir.

5.6 Characterization of the reservoir is to be carried out based on the integration of available as well as re-evaluated properties of the reservoir rock. This should incorporate the results of special log analysis and to be linked to the available core analysis data.

5.7 Formation image logs, wherever available, to be used for finer reservoir description, etc.

5.8 Reservoir description will use seismic, borehole image data and geologic fault modeling techniques.

5.9 Existing special core analysis is to be used for providing a reasonable understanding of reservoir properties. Definition of rock properties will play particular attention to establishing relative permeability and rock compressibility aspects.

5.10 Review of core, well test, well flow data, log derived porosity & permeability data and establish a reasonable method to derive reservoir permeability at well log

resolution. The reservoir permeability data is to be used in preparing 3D geo-cellular model.

5.11 Calculation of Gross Rock Volume. All Maps with appropriate Geological trend / concept, to be reported.

6. Integration of Data and Preparation of Geo-Cellular Static Model

6.1 Building of a 3D Geo-Cellular Model by integrating the results of the seismic studies, well-to-well correlation, and Petrophysical parameters in order to provide a full field matrix of all reservoir parameters relevant to flow simulation modeling. The layering, propagation schemes used should be consistent with the geology of the reservoir. Different possible models that honor all existing data may be generated to establish uncertainty in the model. The uncertainty analyses should bring out areas of high and low uncertainty. Populating the Static geological model with reservoir properties estimated from the Petrophysical interpretation using seismic & seismic attributes and Property modeling.

6.2 Different sets of models that honor all existing data and present possible variants of the reservoir are to be generated to establish uncertainties in the fields. (The number of variants to be prepared to be mutually arrived at based on the understanding developed by the successful bidder.) The uncertainty analyses should bring out areas of high and low certainty.

6.3 Quality assurance of the geological model is to be established by comparing the distribution characteristics of reservoir parameters derived from logs and that used in the models.

6.4 Development of Seismic driven Facies. The saturation height model and permeability model developed during Petrophysical modeling to be used for water saturation and permeability modeling in GCM.

6.5 Calculation of volumes of hydrocarbon originally in place in the reservoirs is to be worked out based on the relevant geologic parameters.

6.6 In case, a single geological conceptual model does not adequately account for all observations, an uncertainty analysis be carried out with generation of multiple models that equally honor all data. However, the P10, P50 and P90 scenarios to be brought out separately for each model.

7. Volumetric Estimation

7.1 Hydrocarbon volumes including Oil Initially in Place (OIIP) estimation using volumetric method.

7.2 Hydrocarbon volumes including Oil Initially in Place (OIIP) estimation as per standards of PRMS, 2018.

7.3 Uncertainty analysis of each of the cases studied should be brought out and documented in detail to arrive at a long term development plan

8. Reservoir Dynamic Modeling, Simulation and Production Forecasting

8.1 Updating prepared Static Models to Dynamic Models with available data on Relative Permeability, PVT fluid type, Wettability, Capillary Pressure, Water Saturation Function

8.2 Pressure Data analysis, Well test analysis, VFP table generation, Optimum delivery/header pressures etc.

8.3 Creating different simulation cases (three cases minimum) for production/ development options with production constraints, well placement, zone change and combinations of peak –plateau - field life.

8.4 Evaluate and advise on reservoir pressure maintenance/ depletion planning options. Generating production profiles from reservoir simulation with and without pressure maintenance.

8.5 Uncertainty analysis of each of the cases studied should be brought out and discussed in detail to arrive at a long term development plan

8.6 Tabulation of results/ performance of various cases; its benefits and recommend most desirable development case

8.7 Identify Data Gaps to address uncertainties pertaining to heterogeneities, permeability barriers, drainage radius, expected recovery per well; and recommend data acquisition opportunities (and modern techniques) during next phases.

8.8 Bring out or deliberate on various reservoir surveillance options, missing data acquisition options, address basic flow assurance (if any) and recommend reservoir management plan

8.9 Incorporating all the findings from dynamic modelling & reservoir simulation into a report format.

9. Reserves Certification:

9.1. Independent reserves estimation and certification based on PRMS 2018 guidelines. The reserves certification is required for various Govt. approvals and bank finances.

9.2. The vendor will categorize the estimated reserves as per the latest PRMS, 2018 guidelines and approved definition of reserves (viz. Proved Developed, Proved Undeveloped, Probable, and Possible etc.).

9.3. The volumetrically estimated reserves will have to be validated by Material Balance Calculations/Decline Curve analysis wherever there is sufficient pressure- production history/data.

9.4. The vendor will provide in detail, the parameters and methodology used for reserve estimation and validation. The estimate to be brought out clearly with detail break-up reservoir/block-wise with reasonable justification.

10. Indicate Critical issues/ Constraints/ Recommendations

10.1 Any issues with the current data (surface or subsurface) or any critical data missing for the output may be properly justified and reported. Further, the extent of its impact to the output may also be documented.

B. Review of Progress of Work:

11.1 On completion of the Step wise tasks, BPRL's designated representatives will review the results and procedure as per best industry practice. These reviews will be done periodically as mutually agreed by BPRL and contractor. The contractor will submit a tentative schedule for this purpose in the technical bid. If results and procedures adopted to arrive at them confirm to best industry practices and are found satisfactory in accordance with the spirit of "Scope of Work" defined above, the task will be accepted as completed. The list of tasks given above may be modified, if found technically necessary or for improvement of project results, and mutually agreed by both BPRL and the Contractor within the purview of the change order clause.

11.2 The contractor shall involve designated BPRL project coordinator in every stage and various areas of work with the emphasis being on transfer of skills and knowledge to BPRL's technical personnel. All the experts dealing with the project requiring interaction with BPRL, should be proficient in English. Also, contractor should be willing to share and submit the interim results and analysis at the end of each task for use by BPRL.

11.3 The Contractor will also be required to present their work to BPRL's officials as and when intimated. A maximum of 2 number of presentations to be considered in Mumbai, India.

C. Deliverables

The deliverables are summarized as follows:

a. Interim progress summary to be submitted at the end of each step, outlined in the above work program or as mutually agreed between BPRL and contractor.

b. Two copies of final data files and computer-generated models are required to be delivered in standard industry formats. The details of the final output should be as follows:

a) **Full Field Models (Soft output)**:

The outputs for each of the reservoirs are to be:

- Seismic Interpretation (Time & Depth)
- Depth maps for the key horizons
- Interval velocity maps of key intervals
- Seismic Attribute volumes & maps
- Reservoir Property volumes & maps
- 3D Geo-Cellular Models (fine scale) for full field and reservoir units.
- Oil-In-Place estimates for all Discovered Reservoirs.
- Soft copy of Dynamic Models (rescue format), simulation cases; production profiles, plots and reports
- Suggested Depletion Plan

b) Formal Reports

i. Interim Progress Reports summarizing the status of project and interim results should be submitted at the end of Static and Dynamic Reservoir Modelling.

ii. Weekly Progress Status should be submitted to give brief accounts of the work done, quantitative project progress along with Project Plan.

iii. Final report (three copies) incorporating all the studies done and accepted by BPRL.

c) Soft Outputs

i. Fine scale reservoir models on Schlumberger's Petrel software for each reservoir units. The cell size of these models of appropriate size that captures heterogeneity adequately in horizontal directions and the vertical resolution needs to be close to log scale.

ii. Static and Dynamic Models in Petrel/rescue format

D. Final Report Presentation & Data Transfer:

Final report incorporating all G&G and Reservoir results will be required to be delivered to BPRL. Final data files, seismic and reservoir interpretation and computer-generated models will be delivered in standard industry formats each in at least 3 copies (all soft copied in hard-disks/ portable storage devices and hard copies in hard bounded report files).

E. Start of Study:

The successful bidder shall be responsible for transfer of all relevant technical data sets from BPRL to the work location of the bidder. The successful bidder shall get into Confidentiality Agreement (CA) with BPRL once Letter of Award (LOA) is issued. The successful bidder shall start the work with agreed manpower meeting qualification experience criteria within seven business working days from the date of LOA issuance.

F. Manpower Experience:

a. Relevant minimum experience of technical manpower to be engaged for the work should be as follows:

Team Leader	- 20 years
Geologist	- 10 years
Geophysicist	- 10 years
Geomodellar	- 10 years
Petrophysicist	- 10 years
Reservoir Engineer	- 10 years
Competent Person (CP)	- 20 years

- "Competent Person (CP) for reserves certification should have 20 years' experience in the industry and a member of good standing of one of the organizations endorsing the PRMS (SPE, WPC, SEG, AAPG, EAGE SPEE and SPWLA).

- The CP must have at least ten years of relevant experience in the estimation, assessment and evaluation of the type of resources under consideration.

- SPE Certification or a professional engineering license from a reputable licensing board (such as those found in the United States and countries in Europe) is also acceptable.

Bidder to provide the bio-data and the list of projects with a brief description of work association of the concerned technical person.

II] Scope of Work and Terms and conditions for stage 2

Scope of Work:

Extended Well Testing (EWT) is planned to be carried out during Q3 2019-2020 to Q1 2020-2021 in one of the discovered reservoirs and the results of the same will be available tentatively by April 2020. The vendor needs to incorporate the EWT results in the final dynamic model (history matching).

Based on EWT results there may be changes in modelled well productivity, flow behavior and well life hence dynamic model of one of the discovered reservoir may need update. The scope of work as mentioned in the point number 4, 8 and 9 of stage 1 shall be re-run to incorporate the EWT results for updating the dynamic model.

Review of progress of work, deliverables, required manpower and report shall be as per the relevant points (Point B to F) mentioned in stage 1 of study.

Terms & Conditions

1. 80% payment shall be made on completion of the Stage-1 job with approval of final report from BPRL.

2. 20% payment shall be made on completion of the Stage-2 job with approval of final report from BPRL.

3. The contract duration shall be for 10 months

4. The successful bidder shall get into Confidentiality Agreement (CA) with BPRL for this project Study.

Annexure – I

DATA INVENTORY INFORMATION

Seismic, Geological and Petro-physical data				
	Type	Details	Quantity	Formats
Seismic data	3D	a) PSTM & PSDM Broadband Seismic volumes b) Angle Stacks (if available)	~ 1300 Km^2	SEGY
VSP Survey			5 wells	Excel, PDF, Petrel output
Well data	Well Completion reports	Well information Cutting Description Brief of drilling history Testing results etc.	9	PDF/ Doc files
	Well Markers	Log markers	9 wells	Excel
	Logs	Basic logs	9 Wells	Las
		Special Logs (NMR, FMI)	1 wells	DLIS
	Petrophysical Interpretation	Multimin model	0 wells	ASCII/ LAS (Geolog Output)
	MDT	Pressure data	8 wells	ASCII/PDF
Core data		RCAL etc, SCAL if available (core photos in 1 well)	4 wells	ASCII/ PDF

Reservoir and Production data			
	Details	**Quantity**	**Formats**
Well test data	Testing result	4 Wells	PDF
Reservoir pressure data	FBHP, SBHP, gradient,	9 Wells	Excel,
PVT data		5 wells	

Appendix-II

Bill of Quantity

Sl no.	Description	Unit of Measurement	Quantity
1.	Charges towards Consultancy services for Carrying out Hydrocarbon Reserves Assessment & Certification, for an Offshore Brazil Concession as per Scope of work (Stage 1 & Stage 2), tender terms and conditions. The charges include consultancy/advisory services, travelling charges for 2 nos visit to BPRL, Mumbai office for presentation & discussion with a team which should include minimum a Geoscientist, a Reservoir engineer, accommodations and conveyance expenses, meeting charges, out of pocket expenses, office overheads, manpower, material if any. Deliverables in soft and hard copy, presentations etc.	Lumpsum	1

Delivery Period

S. No.	Milestones	Timeline	Cumulative Timeline
1	Draft Report (Stage 1)	By 10 weeks from the date of issue of LoA/Contract	10 weeks from the date of issue of LoA/Contract
2	Review and Discussion with BPRL (Stage 1)	1 Week	11 weeks from the date of issue of LoA/Contract
3	Final Report Submission (Stage 1)	1 Week from acceptance of draft report	-
4	Incorporating EWT results Draft Report (Stage 2)	By 4 weeks from the date of sharing of EWT data (Q1 2020-2021)	By 4 weeks from the date of sharing of EWT data
5	Final Report Submission (Stage 2)	1 Week from acceptance of draft report	-

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.

2. **DEFINITIONS**

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

2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.

2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.

2.3. "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.

2.4. "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.

2.5. "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.

2.6. "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.

2.7. ''Contractor Personnel'' means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.

2.8. "Contractor's Representative(s)" means such person(s) who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.

2.9. "Facility" means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.

2.10. "Government" means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.

2.11. "Gross Negligence" shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.

2.12. "LOA'' means the Letter of Award of Contact issued by Company to the successful bidder against this tender.

2.13. "Month" means a complete calendar month of the Year.

2.14. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' annexed to the 'Letter of Award of Contract' ("LOA") specifying the agreed prices payable to Contractor for its various Services.

2.15. "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.

2.16. "Third Party" means any party or entity other than Company and Contractor.

2.17. "Wilful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious wilful act or conscious wilful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

3. SCOPE OF WORK

Contractor shall perform the Services as described herein and specified in the 'Scope of Work' (Part 5 of the Tender Document).

4. EFFECTIVE DATE AND CONTRACT DURATION

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

4.2. The Contract shall be valid for a period up to 10 months from the date of LOA. However the bidder has to complete the work/ service as per the timelines mentioned in the Scope of Work (Part-5 of the Tender Document).

4.3. BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with various provisions contained in the Contract.

5. FORCE MAJEURE

5.1. Upon occurrence of Force Majeure as mentioned in the GCC and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

5.2. Should `force majeure' conditions as stated above occur and should the same be notified within twenty-four (24) hours after its occurrence either party will have the

right to terminate the Contract if such `force majeure' condition continue beyond fifteen (15) days with prior written notice.

5.3. Rate Conflict

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

6. LIQUIDATED DAMAGES

6.1. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 0.5 % of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.

6.2. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

6.3. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.

6.4. Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

7. TERMINATION OF CONTRACT

7.1. **Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature, except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.

7.2. **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:

7.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.

7.4. If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.

7.5. If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3 (three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.

7.6. If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.

7.7. If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.

7.8. If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.

7.9. Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor and its Security Deposit shall be forfeited. Termination under this clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Work performed hereunder prior to such termination.

i. **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure.

ii. **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

8. GST CLAUSE

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

8.1. New Statutory Levies

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

8.2. Variation in Taxes/Duties/Levies

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

8.3. Central Government vide Notification 50/2018 dated 13/09/2018, has made TDS provision applicable under GST law on all payments affected by Public Sector Undertakings (PSU) w.e.f 01/10/2018. BPRL, being a PSU, these provisions will be applicable on or after 01/10/2018. TDS shall be deducted @2% of taxable value excluding GST.

9. PAYMENT & INVOICING

9.1. Payment shall be made as per following terms within 30 Days from the date of receipt of undisputed invoice by the Company. The Company shall not pay any interest for any delayed processing of bills.

i. 80% payment shall be made on completion of the Stage-1 job with approval of final report from BPRL.

ii. 20% payment shall be made on completion of the Stage-2 job with approval of final report from BPRL.

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

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

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

10. **LIABILITY**

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

10.1. In the event of breach of any Applicable Law;

10.2. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

10.3. In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

10.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

10.5. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect/consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

11. **CONSEQUENTIAL LOSS**

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

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

12. **ASSIGNMENT AND SUB-CONTRACTING**

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

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

13. **ARBITRATION**

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

In case of Bidder(s) being CPSE(s), Arbitration shall be as per AMRCD (Administrative Mechanism for resolution of CPSEs Disputes) as Mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

14. **GENERAL LEGAL PROVISIONS**

14.1. **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 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.

14.2. **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.

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

14.4. **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.

14.5. **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.

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

15. NOTICES

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

15.2. Notices to the Company shall be sent to the following address:

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

16. PRICE EVALUATION CRITERIA

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

Exchange Rate shall be considered by BPRL for converting price bids expressed in currencies other than Indian Rupees at bill collection selling market rate of relevant foreign exchange, declared by the State Bank of India on the date of opening of the Price Bids.

Calculation of Local Content – Service price bid format is for the bifurcation of the total cost as per PP-LC policy to determine the Local Content (LC) and shall not be considered for the price evaluation. However, PP-LC preference will be extended based on this form, if applicable.

17. 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.

18. **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.

19. **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 1410** (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.

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

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

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; 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. 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.

20. **PERFORMANCE SECURITY DEPOSIT:**

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

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

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

21. **DEFECT LIABILITY PERIOD**: Nil.

22. **BID VALIDITY**

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

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

23. **VENDOR MASTER DATA :**

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

24. **CONFLICT OF INTEREST**

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

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

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

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

26. The scope of work under this tender is non-splitable/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.

27. In case of tender item is non-splitable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.

28. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Government of India Gazette Notification S.O. 5670(E) dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, and Govt. of India shall be applicable.

29. **Purchase preference Linked with Local Content Clause**

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

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 35 %. The Policy shall be implemented in the following manner:

29.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.

29.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.

29.3. 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.

29.4. 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.

29.5. 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.

29.6. 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.

29.7. 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.

29.8. 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.

29.9. 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.

29.10. 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.

29.11. **Certification of Local Content:** Manufacturers of goods and / or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

I. At Bidding Stage:

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

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

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

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

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

a. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.

b. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.

c. Statutory auditors in case of a company, however, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

- Local Content (LC) of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct

manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

- However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering;

  a. cost of component (material) which is used;
  b. manpower and consultant cost; cost of working equipment/facility;
  c. general service cost excluding profit, company overhead cost, taxes and duties.

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

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

II. After award of Contract:

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

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

ii. Estimated value is INR 5 Crore or above.

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

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

29.12. **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.

29.13. **Purchase preference in case where negotiation is also required**; In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out, MSE and / or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

30. **Order of Precedence for works / Services Contracts:**

i. Contract Agreement
ii. Detailed letter of Acceptance along with its enclosures
iii. Letter of Award / Fax of Acceptance
iv. Scope of work
v. Drawings
vi. Special Conditions of Contract (SCC)
vii. Technical Specifications
viii. Instructions to Bidders
ix. General Conditions of Contract (in GCC)
x. Other Documents

xi. Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

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

32. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.

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

34. **Confidentiality Agreement:** Successful Bidder to execute a requisite Confidentiality Agreement (CA) for the work assigned on Non-Judicial stamp paper of Rs. 100.00 as attached as Annexure H. Data will shared with the successful bidder after signing the Confidentiality agreement.

End of Part-6

PART - 7

ANNEXURE- A

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

To, Date:

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

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

We herewith declare that

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

For ……..
(Sign and Stamp)

ANNEXURE- B

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

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

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

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE- C

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC

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

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

Annexure-D

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name& Designation:
Seal:

Annexure-E

FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

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

(a) This Agreement

(b) 'Letter of Award' of Contract along with 'Schedule of Rates'

(c) Tender Document and addenda issued thereon, if any

(d) Performance Bank Guarantee (to be submitted after Letter of Award)

ARTICLE - 2

WORK TO BE PERFORMED

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

ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the

Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

ARTICLE - 6

NOTICES

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

6.2. Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at …… or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

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

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED	SIGNED AND DELIVERED
For and on behalf of BHARAT PETRO RESOURCES LTD.	For and on behalf of (CONTRACTOR)
By Mr./Ms..... In the presence of: (This day of _____ 2019)	by Mr./Ms..... In the presence of:
1. 2.	1. 2

Annexure-F

UNDERTAKING FROM TPIA
(On TPIA Letter head duly stamped and signed)

To,

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

Dear Sir,

Subject: Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender.

Ref: Tender No.: _____, E-tender ID_____

Tender Title: _____

M/s_____ ***(Name of Bidder)*** with its Registered office at _____ intend to participate in the tender for "_____" for Bharat PetroResources Limited with registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai and also having its Office at 9th Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai.

The tender conditions provide that the BIDDER shall submit BQC documents duly verified by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents.

_____
Signature of a person duly authorized to
sign on behalf of the TPIA)

(Seal of the company)

Annexure-G

UNDERTAKING FROM BIDDER - BQC

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

We, M/s_____ ***(Name of Bidder)*** hereby confirm that all the BQC documents and credentials have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) Provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC related documents duly verified by the TPIA.

[Signature of Authorized Signatory of Bidder]

Name& Designation:

Seal:

Annexure-H

Confidentiality Agreement

This Agreement is made as of the ___day of _____ 20___ Between ____ having address at _____, hereinafter referred as the Receiving Party which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and **BHARAT PETRORESOURCES LIMITED** having its registered office at 4&6 Currimbhoy Road, Ballard Estate, Mumbai - 400001, herein after called "Disclosing Party" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in Scope of Work of the **Tender No. ……Tender Title …….** the Disclosing Party recognizes that there is a need to disclose certain information to the Receiving Party, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of Disclosing Party's disclosure of such information, Receiving Party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by Disclosing Party to Receiving Party which the Disclosing Party identifies in writing as Confidential before disclosure to the Receiving Party ("Confidential Information").

   Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by Disclosing Party for and during the Purpose, which Disclosing Party considers proprietary or confidential ("Information").

2. Receiving Party hereby agrees that during the Confidentiality Period:

   a. It shall use Information only for the Business Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees, who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees, to comply with the provisions of this Agreement. Receiving Party, shall reproduce Information only to the extent essential to fulfilling the Business Purpose, and shall prevent disclosure of Information to third parties. Receiving Party may, however, disclose the Information to its Affiliates, consultants and contractors with a need to know; provided that by doing so, it agrees to bind those Affiliates, consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the Disclosing Party for any breach of those obligations.

      "Affiliates" means, in relation to a Party, any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, such Party. "Control" means the direct or indirect ownership of fifty (50) percent or more of the voting rights in a company or other legal entity.

b. Upon the Disclosing Party's request, the Receiving Party shall either return to the Disclosing Party all Information or shall certify to the Disclosing Party that all media containing Information have been destroyed. Provided however that receiving party shall be entitled to keep one copy of every confidential information disclosed by the Disclosing Party thereof in a locked/protected location for tax, accounting and legal reasons. However confidentiality obligations contained in this Agreement shall continue to apply to such confidential information which is retained by the Receiving Party.

3. The foregoing restrictions on Receiving Party's use or disclosure of Information shall not apply to

   Information that the Receiving Party can demonstrate:

   a. Was independently developed by or for the Receiving Party without reference to the Confidential Information, or was received without restrictions; or

   b. Has become generally available to the public without breach of confidentiality obligations of the Receiving Party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of the Receiving Party or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or

   c. Was in its possession without restriction or was known by it without restriction at the time of disclosure provided that the Receiving Party declares to the Disclosing Party of possession of such information within a day upon disclosure of Confidential Information by the Disclosing Party ; or

   d. is required to be disclosed Pursuant to a court order or is otherwise required by law to be disclosed', provided that Receiving Party has notified the Disclosing Party immediately upon learning of the possibility of any such court order or legal requirement and has given the Disclosing Party a reasonable opportunity and co-operates with the Disclosing Party to contest or limit the scope of such required disclosure including application for a protective order; or

   e. Is disclosed with the prior consent of the Disclosing Party; or

   f. The Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party.

4. Receiving Party agrees not to remove any of the Disclosing party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Receiving Party agrees to comply with any and all terms and conditions the Disclosing Party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Receiving Party recognizes and agrees that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Receiving Party agrees that the Disclosing Party

will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. As between the parties, all Information shall remain the property of the Disclosing Party. By disclosing Information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by Disclosing Party to make any purchase or sale, or to enter into any additional agreement of any kind.
7. The Disclosing Party hereby confirms that the confidential information provided to the Receiving Party does not violate or infringe intellectual property rights of any third party.
8. Disclosing Party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, which cannot be amicably resolved between the parties shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or re-enactment thereof for the time being in force. The seat and venue of arbitration shall be Mumbai.
11. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
12. This Agreement will remain in effect for 5 YEARS from the date of last disclosure of Confidential Information, at which time it will terminate, unless extended by both the parties in writing.
13. With regard to the confidential information of Receiving Party disclosed to the Disclosing Party, The Disclosing Party agrees to comply with all the obligations of Receiving Party mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

BPRL: _____ ----------
Signed: Signed

Exhibit A

1. Business Purpose: **Tender No & Title**
.

2. LOA Reference :

3. Confidential Information of BPRL

   a. All communication/ information submitted to the Receiving Party for the purpose.

   b. All information shared in oral or in written form by BPRL.

BPRL: _____ ----------
Signed: Signed

End of Part 7