



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



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

**HIRING OF NITROGEN PUMPING SERVICES ON CALL OUT
BASIS FOR OPERATORSHIP BLOCK, CB-ONN-2010/8 &
CB-ONHP-2017/9, CAMBAY BASIN, GUJARAT, INDIA.**

Tender No: 1000332477

e-Tender Id : 60440

GLOBAL OPEN TENDER



PART – 1
INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject : **Hiring of Nitrogen Pumping Services on Call Out Basis for Operatorship Block, CB-ONN-2010/8 & CB-ONHP-2017/9, Cambay Basin, Gujarat, India.**

You are invited to submit your offer as E-bid 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) as follows:

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

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

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. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).
9. **EARNEST MONEY DEPOSIT:** Vendors must submit an interest free EMD for participating in this tender as mentioned in the Special Conditions of Contract (Part-6) of the tender document.
10. **Pre-bid meeting will be held on 27.06.2019 @ 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 **25.06.2019 @ 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@bpclproc.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	<u>RAKESH UJJAWAL</u>	<u>RAVI KUMAR BURA</u>
Contact No	+91-22-22175665, +919929095701	+91-22-22175672, +919892269446
Email Id	rakesh.ujjawal@bharatpetroresources.in	ravikumar.b@bharatpetroresources.in
Office Address	12 th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005 Board No : 022 -22175600 Fax No : 022-22154364	

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.ujawal@bharatpetroresources.in for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

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

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



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



or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

For system related issues:

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

End of Part -2



Part -4

BID QUALIFICATION CRITERIA:

A) Technical Criteria

1. The bidder must have experience of successfully completed providing Nitrogen pumping services of value as noted below in the last seven years as on bid closing date and should meet either of the following :
 - i. One similar completed work costing not less than the amount equal to USD 35,219 (Rs. 24.59 Lakhs) including taxes.
OR
 - ii. Two similar completed works each costing not less than the amount equal to USD 22,012 (Rs 15.37 Lakhs) including taxes.
OR
 - iii. Three similar completed works each costing not less than the amount equal to USD 17, 610 (Rs. 12.30 Lakhs) including taxes.

Similar job means providing Nitrogen pumping services for workover operation or testing operation of Oil & Gas wells.

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 bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide guarantee on their letter head stating that they will support the bidder till the successful completion the job in all respects.

Documents Required with Bid for meeting Technical Criteria:

1. In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Completion certificate issued by client (clearly indicating value of executed work)/Tax invoice along with proof of its payment to prove technical criteria.



B) Financial Criteria

1. The bidder should have achieved a minimum average annual financial turnover of USD 13,207 (Rs. 9.22 Lakhs), as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), for the last three consecutive accounting years (English language only) ending Mar'18/ Dec'18.
2. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

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

Documents Required with Bid for meeting 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 Mar'18/Dec'18.
- ii. In addition to above mentioned financial documents in sl. no i, bidder to submit a Certificate from a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder, certifying year wise turnover and net worth figure of above financial documents.
- iii. In case audited accounts are not mandatory as per law in Bidder's country, bidder to submit financial statements certified by a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm). Bidder is required to submit supporting documents conforming that audit not mandatory as per law in Bidder's country.



C) Other Criteria:

1. 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.
2. 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 Organizations on their letter head.
- ii) An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.

D) General Requirements

1. All documents furnished by the bidder in support of meeting the Technical / Financial criteria of BQC shall be as follows:

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 (Part-7 of the Tender Document)**.

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 **Annexure-F (Part-7 of the Tender Document)**.

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.

2. Bidder has to submit the undertaking documents as per the **Annexure-G (Part-7 of the Tender Document)**.
3. 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. Bidder shall be solely responsible for translation of documents.
4. 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.
5. In case of BPRL Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate, certification by TPIA is not mandatory.
6. BPRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
7. All the charges for verification/ attestation will be borne by the bidders.

End of Part 4

Part - 5

SCOPE OF WORK

1. INTRODUCTION

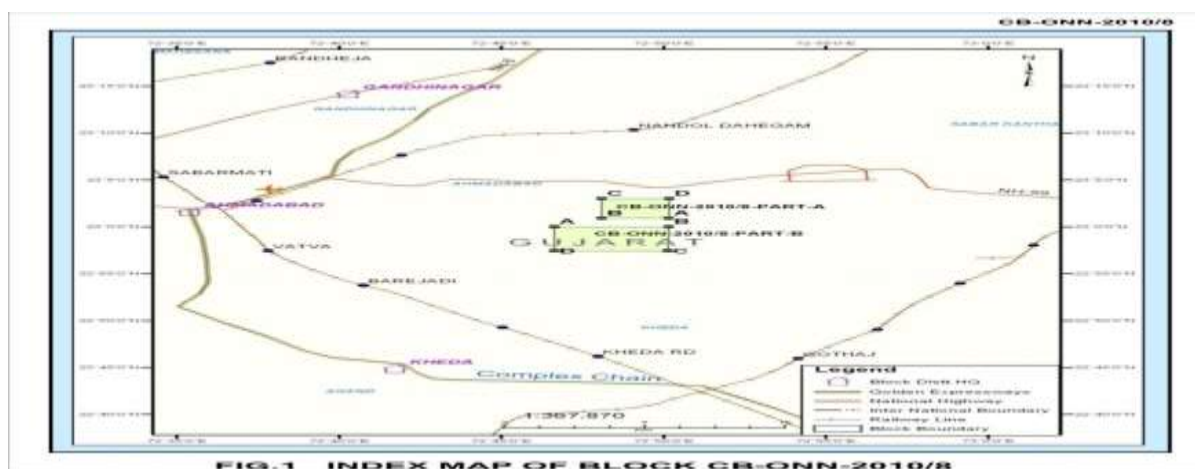
This section establishes the scope and schedule of “Hiring of Nitrogen pumping Services” for Block CB-ONN-2010/8 & Block CB-ONHP-2017/9 on callout basis. Both the blocks are on-shore blocks.

BPRL has drilled & tested 6 wells in the Block CB-ONN-2010/8. Further, BPRL plans to carry out workover operations, development well drilling, testing & completion activities in the Block CB-ONN-2010/8. For Block CB-ONHP-2017/9, BPRL plans to drill & test up to 3 exploratory wells. The wells are planned as vertical/directional exploration wells, and to be drilled to total depths of approximately 2000m.

Immediate plan is hiring of Nitrogen services for “Primary Term” of 2 firm wells i.e. work over of PA#01, PA#02 wells with a provision for “Extended Term” for testing of 2 optional wells, which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. However, time schedule for testing operations for optional wells in Block CB-ONN-2010/8 & CB-ONHP-2017/9 shall be intimated to the successful bidder at later stage in line with the completion of drilling operations in the block.

BRIEF DETAILS ABOUT THE BLOCKS ARE AS FOLLOWS:

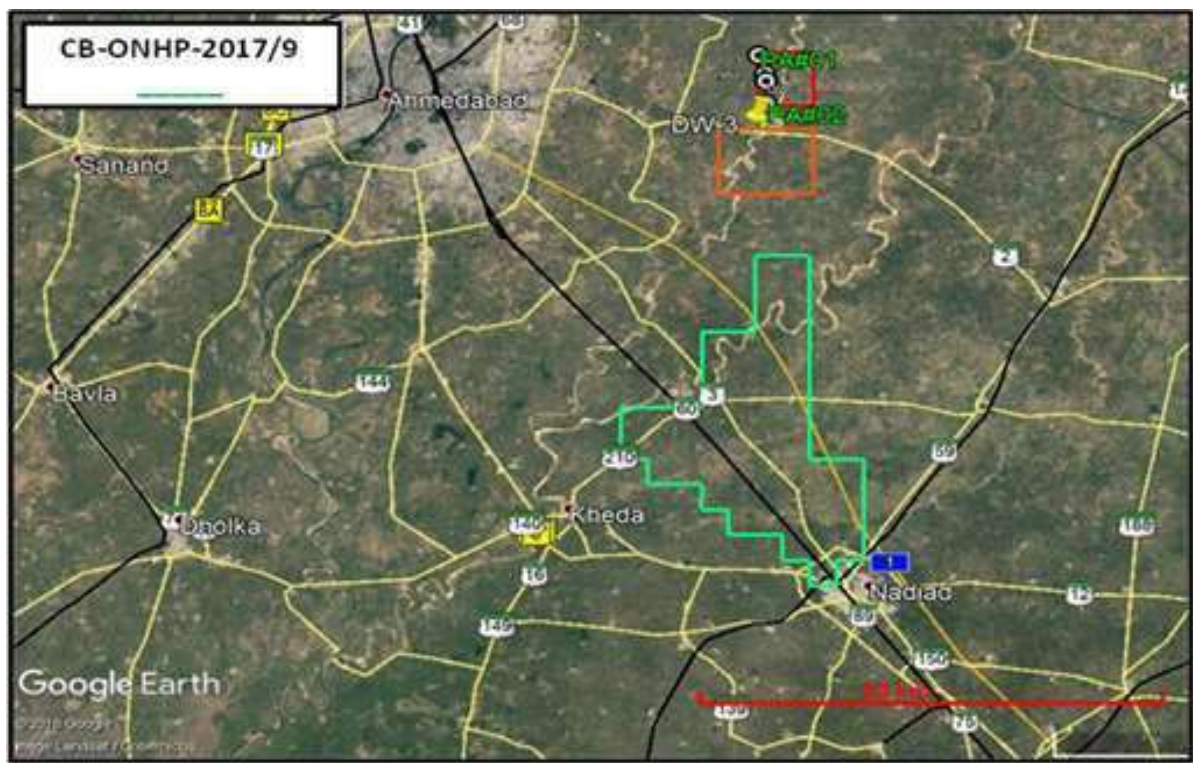
Block CB-ONN-2010/8: The block was awarded to the consortium of BPRL, Gas Authority of India Limited (GAIL), Engineers India Limited (EIL), Bharat Forge Infrastructure Pvt. Limited (BFIL) and Monnet Ispat and Energy (MIEL) by Government of India (GoI) under ninth round of New Exploration License Policy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



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

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

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



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

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



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

2. WELL CASING DATA

2.1. **Well** type: Existing Vertical Wells in CB-ONN-2010/8 Block for firm wells PA#01 & PA#02.

Sr. No.	Hole Size	Casing size	Shoe Depth	
			PA#1	PA#2
1.	17 ½"	13 3/8", 54.5 ppf, K 55	550	552
2.	12 ¼"	9 5/8" 40 ppf, K 55	1153	1153
3.	8 ½"	5 ½"	2038	2128

Note: For working purpose of the depth of 1280 Mtr. can be assumed for both the wells PA#01 & PA#02 as bottom part is plugged and cemented.

2.2. Wells to be drilled in CB-ONHP-2017/9 & CB-ONN-2010/8

S.No.	Block	No of Well	Target Depth (M)	Tentative Casing policy
1	CB-ONHP 2017/9	1	1800 M	16"/18-5/8" : 10 M false conductor 9 5/8" : 700 M 7" : 1600 M/1500 M 6" Hole : 200 M (uncased)/300 (Uncased)
2	CB-ONN 2010/8	1	1250 M TVD 1537 M + 200 M Drain Hole = 1686 M MD (approx.)	20" : 10 M 13 3/8" : 400 M 9 5/8" : 1020 M 7"(Liner) : 1486 M (liner overlap 100 M) Drain Hole: 200 M (4 ½" Slotted liner) (overlap 50 M)

3. TESTING STRING

Any of the following may be used as test strings for conducting well test.

Casing/Liner Size	Test String
5-1/2" Casing/Liner	<ul style="list-style-type: none"> • 2-7/8" D/Pipe (2-7/8" IF/NC31 connection) • or 2-7/8" EUE Tubing • or Combination of above
9-5/8" Casing/7" casing/liner	<ul style="list-style-type: none"> • 2-7/8" D/Pipe (2-7/8" IF/NC31 connection) • or 2-7/8" EUE Tubing



Any of the above may be used as test strings for conducting well test.

Maximum working pressure 5,000 psi and bottom hole temperature ranges between 70 to 250c. The general well data for planning purposes are given below:

H2S : Nil
CO2 : Nil

4. TESTING FLUID

NaCl/CaCl₂ brine is likely to be used as the testing fluid. The equipment proposed should be compatible for this.

5. DEFINITION OF WORK:

In order to improve upon productivity from oil and gas wells, liquids are required to be knocked out from the well by pumping nitrogen into the well & these (well stimulation) jobs are pertinent to be carried out with and without rig in place at the well. For the operational oil and gas fields of BPRL, it is planned to hire mobile nitrogen pumping unit (one no.) for Nitrogen Services, with scope of work and technical specifications given as under:

SCOPE OF WORK & TECHNICAL SPECIFICATIONS:

This section establishes the scope and also describes the specifications, instructions, standards and other documents including the complete specifications for any tools or equipment, which the bidder shall satisfy or adhere to in the performance of the work.

5.1. **SCOPE OF WORK:** To provide Nitrogen Equipment and liquid nitrogen storage facility along with accessories, as per the given specifications, for nitrogen application jobs under normal pressure- temperature of well (WP 10,000 psi) exploratory/development wells/wells of block (s) of Bharat PetroResources Ltd (BPRL) located in state of Gujarat. Wells requiring nitrogen application for activation are typically of 5 1/2" casing and up to 1800 meters depth approx.

5.2. SCOPE OF OPERATION:

- i. To deploy the Nitrogen unit along with crew and sufficient amount of Liquid Nitrogen at the designated well site in time.
- ii. To record the initial stock of the Liquid Nitrogen at well site under the supervision of BPRL representative & transfer of the same into the pumping unit.
- iii. To make connection from the LN₂ pumping unit to the well-head. The end connection of well pumping line should be 2" fig 1502 Weco union Male or Female ends. The bidder is required to keep at least one pair of each end connection (M/F) for making well head connection with their unit, to ensure uninterrupted supply of liquid Nitrogen during operation.



- iv. To pump the Nitrogen in the well as per the directives of BPRL representative at the site. To record the final stock of Liquid Nitrogen after completion of job.
- v. To record the evaporation losses / day inclusive of transfer losses.
- vi. To overcome operational complications, if any at the time of operation at well.
- vii. To rectify the defects if any to carry out smooth operation without loss of time.
- viii. To record the final stock of Liquid Nitrogen at the well site after the completion of operation under the supervision of BPRL representative.
- ix. To break all the necessary connections after the job is completed under the supervision of BPRL representative. Record all operational details as per given program & restoration of site.
- x. To deploy the Pumping unit for the next job from one location to another at the designated well site as per the instruction of BPRL representative.
- xi. Bidder shall keep sufficient spares, consumables, tools etc. for repair of its equipment at Wellsite or at their base in close vicinity to the working site.
- xii. All statutory clearances are to be obtained by the Contractor.

6. TECHNICAL SPECIFICATIONS:

6.1. Equipment Specification

Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control for well activation purpose. The unit shall meet the following minimum requirement:

Max. Working Pressure (psi)- 10000 psi

Max. Flow Rate (SCFH)- 180000 SCFH

Discharge Temperature- 70-104 Deg F

6.2. Liquid Nitrogen Tank:

The minimum capacity of liquid nitrogen tank shall be 2000 US Gal and Maximum working pressure of the tank shall be 50 Psi at maximum temperature of 120 deg F. The overall physical dimensions of the unit should not exceed Length 49 feet, Width 8 feet 6 inches and Height 14 feet 9 inches. Any add on equipment on the original chassis should be mounted at a minimum height of 18 inches from the ground. The tank shall meet the following minimum requirement:



- i. Stainless steel inner vessel with necessary safety arrangement.
- ii. The tank should meet the following specification and regulation.
 - a. Compressed Gas Association (CGA) pamphlet 341 and Section VIII, Division 1.
 - b. American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code.
 - c. The static and Mobile Pressure Vessels (Unfired) Rules, 1981, India.
- iii. To fit tank gauge panel that would include Liquid level gauge (Differential type) and Tank vapour pressure gauge.

6.3. Power Package/Engine:

High speed diesel engine with BHP as per the design load. Engine should be of minimum EURO III / EU Stage III A or equivalent norms as per government regulations in force.

6.4. High Pressure Triplex Pump Specification:

Hydraulically driven, reciprocating high pressure triplex pump.

- i. Maximum rate : 180,000 Scf/hr
- ii. Maximum discharge pressure: 10,000 psi with atmospheric conditions.
- iii. Vaporizer/Heat exchanger discharge temperature : 30-45 deg C
- iv. The storage tank should have valid test certificate from chief controller of explosives.
- v. Safety relief valves/road relief valves fitted in the storage tank should have valid test certificates with CCOE approval.
- vi. Nitrogen transfer hose: 2no's X10ft with 1 1/2 CGA connection for transferring the nitrogen at site from storage tank to the pumping unit.
- vii. LN2 centrifugal pump: Hydraulically driven LN2 booster pump suitable for pumping LN2 from nitrogen storage/transport tank to high pressure LN2 triplex pump.
- viii. Level gauge and pressure gauge should be properly calibrated and should be working.
- ix. Adequate transfer hose from pumper to tanks.
- x. Connection details of X-tree/tubing head, side outlet



- a. X-tree: 2-1/16", 5M flanged connection and/or 2" 1502 WECO connection.
 - b. Tubing head side outlet: 2-1/16", 5M flanged connection and/or 2" 1502 WECO connection.
 - c. Provide necessary crossovers for connecting their N2 line with the flow head/X-Mas Tree/Tubing Head side outlets.
- xii. Instruments and controls: local control panels, controlling all necessary instruments and control to ensure safe, efficient and reliable operations. All control shall be immediately accessible to the operator.
 - xiii. All the equipment should have valid license from chief controller of explosives Nagpur.
 - xiv. The LN2 pumping unit will be acceptable subject to fulfillment of scope of services as per technical specifications and all statutory requirements to be full filled by the contractor.
 - xv. All cryogenic piping suction and discharge is type 304 or 316 stainless steel to assure operation of minimum 200' length.

7. LIQUID NITROGEN SPECIFICATION:

- 7.1. The contractor has to supply sufficient liquid Nitrogen for carrying out Nitrogen activation jobs. On an average 4MT Liquid nitrogen is used in each activation job. The Liquid nitrogen must have purity of 99.5%. CO2 level <3ppm.
- 7.2. Conversion factor 1 MT of liquid nitrogen is equal to 1237 litres of Liquid nitrogen at atmospheric pressure and -196 degree Celsius temperature.
- 7.3. The refilling of Nitrogen tanks is the responsibility of the contractor, to ensure uninterrupted supply of nitrogen during the activation jobs. Sources of refilling may be decided by the contractor as per their convenience. All statutory clearances have to be obtained by the contractor for Liquid Nitrogen storage.
- 7.4. Charges for Consumables like Liquid Nitrogen, as specified in the price bid, shall be payable on actual consumption basis.



8. Also, following Technical Matrix to be submitted by Bidder along with the bid:

Sr. No.	Item	Specification	Offer by the bidder
1.	High pressure triplex pumps specifications	a) Maximum rate : 180,000 Scf/hr b) Maximum discharge pressure: 10,000 psi with atmospheric conditions. c) The LN2 pumping unit will be acceptable subject to fulfillment of scope of services as per technical specifications and all statutory requirements to be full filled by the contractor.	Make: Model: Discharge Capacity: Pressure rating:
2.	Mobile truck with complete mounting of nitrogen equipment etc. (Non fired unit)	a) Vaporizer discharge temperature : 30-45 deg C b) The storage tank should have valid test certificate from chief controller of explosives. c) Safety relief valves/road relief valves fitted in the storage tank should have valid test certificates with CCOE approval. d) Nitrogen transfer hose: 2no's X10ft with 11/2 CGA connection for transferring the nitrogen at site from storage tank to the pumping unit.. e) Level gauge and pressure gauge should be properly calibrated and should be working. f) Adequate transfer hose from pumper to tanks. g) 2" X 1502 WECO union/chickson/swivel- style 50 or 10/check valve/plug valve/St. Pipes for making connection at least 200 ft. away from well head. The minimum capacity of liquid nitrogen tank shall be 2000 US Gal and Maximum working pressure of the tank shall be 50 Psi at maximum temperature of 120 deg F.	Make: Model: Capacity: Nitrogen Storage tank capacity: Vaporizer capacity: Dimensions of the unit:



Sr. No.	Item	Specification	Offer by the bidder
		All the equipment should have valid license from chief controller of explosives Nagpur.	
3.	LIQUID NITROGEN:	a) The contractor has to supply sufficient liquid Nitrogen for carrying out Nitrogen activation jobs. The Liquid nitrogen must have purity of 99.5%. CO2 level <3ppm. b) Conversion factor 1MT of liquid nitrogen is equal to 1237 litres of Liquid nitrogen at atmospheric pressure and -196 degree Celsius temperature. c) The refilling of Nitrogen tanks is the responsibility of the contractor, to ensure uninterrupted supply of nitrogen during the activation jobs. Sources of refilling may be decided by the contractor as per their convenience. All statutory clearances have to be obtained by the contractor for Liquid Nitrogen storage.	Capacity: Nitrogen purity:

9. AGE OF EQUIPMENT:

The age of the equipment should not be more than 6 years with its residual life of min. 4 years as on the date of techno-commercial bid opening. In case of refurbished equipment the acceptable age limit shall be 8 years provided the equipment have been refurbished and recertified by reputed surveyors like DNV/LLOYDS/TUBPSCOPRVETCO/BV within last two years from the date of tender opening. All credentials such as manufacturing documents, certificates, linking serial no's embossed on the equipment offered with detailed specifications, must be submitted before mobilizing the equipment and also at the time on-hire survey. Bidder has to confirm the same in the techno commercial bid.

10. INSPECTION

MNP Unit should be inspected by third party inspection (TPI) agencies, appointed by BPRL or by the technical representative of BPRL. Inspection shall be carried out as per the scope of work in the tender document including check for vintage/residual life.



11. REQUIREMENT OF CREW

Sr. No.	Personnel	Qualification/Experience	Bidder's offer
1.	Liquid Nitrogen Operator cum supervisor - 1No.	LN2 operator cum supervisor should be a graduate/ Diploma by qualification and have a minimum of 3 years' experience or ITI with 6 years experience in operating LN2 Pumping unit in oil and gas well. The operator should have experience of handling, repairing and maintaining of equipment independently at site.	Qualification: Experience:
2.	Assistant operators (helper)- 1No.	Assistant LN2 operator should hold a SSC qualification have of minimum of 1 year experience in handling and operating LN2 pumping unit at various oil and gas wells. He will have to assist the operator during operations.	Qualification: Experience:

Note:

The Contractor should submit a list of personnel along with their CV's who are likely to be deployed for the subject services to BPRL for approval. They should fulfill the above-mentioned qualifications. However, driver and conductor if any, shall not be considered for evaluation.

The operating crew must be physically / mentally fit in all respects and should have a good health / fit for hard-work or off-site field duties. The team must be aware of handling liquid nitrogen being cryogenic in nature.



12. SAFETY ITEMS AND REQUIREMENTS:

The contractor is required to provide protective clothing and safety items / PPE as per DGMS guidelines to each of their representative before deployment on well site. The minimum protective items includes following items.

- i. Safety helmet (recognized by international standard): 2 nos.
- ii. Cotton overalls –2 no's
- iii. Safety boots-1 pair
- iv. Cotton socks-2 pairs
- v. Ear muff- 1 pair
- vi. Ear plug – 1 pair
- vii. Hand glove-1 pair/day (Each day of operation)

Moreover, all the personnel should possess valid training certificates as per Mines Vocational Training Rule, 1966 and valid medical certificate in Form 'O' as per Mines rule, 1955.

Contractor should take all precautions so that there is no damage to the well because of the negligence on the part of the contractor personnel.

13. OPERATIONAL TIMINGS:

Entire Operation will have to be carried in the day light only. The contractor will have to ensure the availability of Pumping unit and crew ready to take up the job at the designated time. Normally for LN₂ jobs at drilling/ work over rigs, jobs are required to start by 9 am in the morning.

Further, the bidder shall be solely responsible for the total safety of his equipment & crew during the completion of the job at the designated site.



14. RESPONSIBILITY MATRIX

SR. NO.	ITEM	AT EXPENSE OF		SUPPLIED BY	
		SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
I. EQUIPMENTS					
1.	Mobile Nitrogen Unit complete with safety items and accessories.	X		X	
2.	Handling Tools for connections and tubulars	X		X	
3.	Safety equipment including firefighting equipment	X		X	
4.	Lines / Chicksan / Fittings, with complete unit hookup & laying of return lines.	X		X	
5.	LN2 Tankers with liquid nitrogen.	X		X	
6.	Crossover substitutes of all sizes	X		X	
7.	Complete sets of tools and wrenches	X		X	
8.	Fuel (HSD) and all lubricants	X		X	
9.	Equipment and services not here to fore designated but required by Successful bidder for normal operations	X		X	
10.	First Aid & medicine	X		X	
11.	Materials required for control of pollution	X		X	
12.	Crane as available at site		X		X
13.	License for import & re-export and custom clearance of contractor's equipment including tools, materials, if any.	X		X	
14.	Obtaining necessary travel documents, visas, security clearance and medical formalities for contractor's personnel	X		X	
15.	Food & Accommodation of contractor's personnel	X		X	
16.	water for operation of contractor's equipment at site		X		X
17.	Security of contractor' s	X		X	



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

SR. NO.	ITEM	AT EXPENSE OF		SUPPLIED BY	
		SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
	equipment at the rig site				
II. SERVICES AND PERSONNEL					
1.	Transportation of BPRL's equipment & consumables attached to the system	X		X	
2.	Handling (loading & unloading) of Successful bidder's materials at well site	X		X	
3.	All personnel necessary to operate the pumping unit, including personnel necessary to handle acid and other chemicals at the well.	X		X	
4.	Maintenance of Successful bidder's equipment	X		X	
5.	Record keeping services	X		X	



15. BILL OF QUANTITY (BOQ) FOR NITROGEN PUMPING SEVICES

Sr. No.	Particulars	Units	Quantity
1.	Mobilization charges for Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control, including the mobilization charges for Manpower (Operator& Helper)	LS	2
2.	Demobilization charges for Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control, including the mobilization charges for Manpower (Operator& Helper)	LS	2
3.	Operating Day Rate for Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control, including the mobilization charges for Manpower (Operator& Helper)	Days	2
4.	Standby Day rate charges for Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control, including the mobilization charges for Manpower (Operator& Helper)	Days	25
5.	Supply of Liquid Nitrogen as per the scope of work and tender terms and conditions.	Gallon	4500

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 (of any tier) of a company or is the subsidiary (of any tier) of a company which is the parent or holding company (of 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. "Associated Services" means the equipment and services asked for in the Contract, along with Nitrogen Services as listed in the Contract.
- 2.4. "Base Camp" means the camp where Contractor's Personnel shall reside for providing Nitrogen Services in accordance with the Contract.



- 2.5. "Company" or "Owner" or "Operator" or "BPRL" means Bharat PetroResources Limited), a public limited Company incorporated under the Companies Act 1956 and having its Office at Maker Tower, 'E' Wing, 9th Floor, Cuffe Parade, Mumbai – 400005 and includes its successors and assigns.
- 2.6. "Company Group" means the Company, its Affiliates, its Co-Venturers and their Affiliates, its and their other Contractors (other than Contractor and its sub-contractors) and their Affiliates and directors, officers, employees and agents of all the foregoing.
- 2.7. "Company's Items" means the equipment and materials, which are to be provided by Company at the expense of Company as is listed in the Contract.
- 2.8. "Company Representative(s)" mean such person(s) who has been duly appointed by Company to act on Company's behalf at Wellsite and whose appointment has been duly notified in writing by Company.
- 2.9. "Contractor Group" means the Contractor, its Affiliates, its contractors and their Affiliates and directors, officers, employees and agents of all the foregoing.
- 2.10. "Contractor's Items" / "Contractor's Equipment" means the equipment and materials which are to be provided by Contractor or by Company at the expense of Contractor which are listed in the section under 'Scope of Work'.
- 2.11. "Contractor's Personnel" means the personnel to be engaged by Contractor for providing Nitrogen services as and when required for performance of job/ services.
- 2.12. "Contractor's Representative(s)" mean such person who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.13. "Contract Price/Value" shall mean the sum accepted or the sum calculated in accordance with the rates accepted by BPRL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities and to be borne by Contractor for payment in line with the statutes without any liability on BPRL for any of these charges. The prices shall remain firm during currency of the Contract unless specifically agreed to in writing by BPRL except the liability that accrues due to statutory regulation.
- 2.14. "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at next 00:00 Hrs. (IST).
- 2.15. "Demobilization" means the removal from Drillsite/Wellsite/Rigsite/Location, of the Nitrogen Services including all equipment (and re-exported by



Contractor to the point of origin, or to an SEZ in India or block transferred), spares, consumables, Goods and Contractor's Personnel from a Drillsite/Wellsite/Rigsite/Location in accordance with a Demobilization Notice issued by Company to that effect.

- 2.16. "Demobilization Notice" means the communication issued by the Company to the Contractor advising the latter to demobilize Nitrogen Services including all required equipment, spares, consumables, Goods and Contractor's Personnel from a Drillsite/Wellsite/Rigsite/Location upon completion of a Job/ expiry of Contract /termination of Contract.
- 2.17. "Facility" means and includes all property of Company, owned or hired, to be made available for services under this Contract and as is described in this agreement, which is or will be a part of Company property.
- 2.18. "Goods"/ "Consumables" means the materials of consumable nature that the Contractor is required to make available at the Location/ Drillsite in the required quantities in order to ensure un-interrupted provision of Services during the entire Duration of Contract.
- 2.19. "Government" means Government of India and/or the government having jurisdiction over the area where the Contractor is working/positioned inclusive of any ministry, agency, authority or other entity controlled by it.
- 2.20. "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".
- 2.21. "Hour" means an hour of sixty minutes. For the purpose of hire and / or penalty charges, i.e. from the time of deployment for service, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.
- 2.22. "Job" means a particular operation required to be carried out by Contractor as per Company's instructions as a part of Services.
- 2.23. "Mobilization" means taking of all actions / steps by Contractor to arrange, transport, placement as per layout to the extent of inspection including all required equipment, spares, consumables, Goods and Contractor's Personnel, which are specified by Company in its Mobilization Notice(s), available at the Location designated by Company therein and being in readiness to commence the Services.
- 2.24. "Mobilization Date" means the date by which the Contractor shall be required to mobilize its equipment, materials and/or personnel at a Location



and be in readiness to commence Services, as shall be mentioned in the Mobilization Notice.

- 2.25. "Mobilization Notice" / "Call out Order" means any communications sent by Company to Contractor, subsequent to issue of the LOA, asking the latter to mobilize the required equipment, materials and/or personnel at Drillsite/ Wellsite/ Location by the date specified therein. Contractor shall be required to mobilize all required Goods, Contractor's Personnel and/or Contractor's Equipment, as may be specified in the Mobilisation Notice, within the agreed period from the date of issue of Mobilization Notice by Company.
- 2.26. "Month" means a complete calendar month of the Year.
- 2.27. "Operating Area" means those areas in Block **CB-ONN-2010/8 & CB-ONHP-2017/9**, Gujarat, India in which Company may from time to time be entitled to conduct Drilling Operations/ Well Testing Operations/ Workover Operations.
- 2.28. "Operating day rate" means the rate mentioned in the "SOR" and to be paid to the contractor for the conditions under which the Nitrogen Pumping Services and its equipments and associated facilities are in operation on the well.
- 2.29. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' to be annexed to the 'Letter of Award' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.30. "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.
- 2.31. "Specifications" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.
- 2.32. "Standby day rate" means the rate mentioned in the "SOR" and to be paid to the contractor for the conditions under which the Nitrogen Pumping Services or its equipments and associated facilities are not in operation on the well.
- 2.33. "Tender / Bid" means the proposal along with supporting documents submitted by Contractor for consideration of Operator/Company/BPRL.
- 2.34. "Termination Date for Charges" means the date & time when the Nitrogen services is released by Company after completion of Services or when the Contractor is required to commence demobilization of its Nitrogen services in



accordance with the instructions contained in the 'Demobilization Notice' issued by Company to Contractor.

- 2.35. "Tests" means such process or processes to be carried out by Contractor as are prescribed in the Contract / are considered necessary by BPRL or its representative to ascertain the quality, workmanship, performance and efficiency of Contractor's Equipment, Goods and/or Services.
- 2.36. "Third Party" means any party or entity other than Company and Contractor.
- 2.37. "Wellsite/ Drillsite / Rigsite/ Worksite/ Location" means the physical location where an oil or gas well is drilled/ being drilled / is to be drilled by Owner.
- 2.38. "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.
- 2.39. "Nitrogen Pumping" means any operation required to be carried out using Nitrogen unit by Contractor in accordance with the Scope of Work.
- 2.40. "Nitrogen Services" means Nitrogen unit complete with pumps, power packs, other accessories, equipment and manpower as listed in this Tender document and operations as service.

3. SCOPE OF WORK

- 3.1. Contractor shall perform the Services as described herein and specified in the 'Scope of Work' (Part 5 of the Tender Document) in connection with Company's Testing and Drilling Programme. The quantities given price bid are indicative only.
- 3.2. As part of Services, Contractor shall furnish certain equipment, materials & supplies, and necessary manpower required to perform services as per 'Scope of Work' and may include provision of other services within Contractor's capabilities that Company may request at any time.
- 3.3. In case Services are required to be provided round the clock, Contractor shall arrange for the same as per requirements of Company.
- 3.4. Provision of all required logistic and material handling facilities during periods of Mobilization & Demobilization will be Contractor's responsibility and at its own cost.
- 3.5. Water and Fuel for Contractor's Equipment and Nitrogen will be provided by Contractor at its own cost.



4. EFFECTIVE DATE, COMMENCEMENT DATE FOR CHARGES AND CONTRACT DURATION

- 4.1. The date of issue of Award of Contract' ("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. "Commencement Date for Charges" shall be the date & time of completion of mobilization of Nitrogen unit in accordance with Mobilisation Clause of SCC or the date & time of completion of 7 (seven) Day period after submission by Contractor of the required notification to Company declaring arrival of all its required equipment, personnel and materials at the prescribed Location, whichever is earlier.
- 4.3. "Duration of Contract" shall be the period of 06 months from Effective Date (Primary Term) of 2 firm wells i.e. Nitrogen Services for PA#01, PA#02 wells in block CB-ONN-2010/8 with a provision for "Extended Term" for testing of 2 optional wells, which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. Extended term can be on mutual agreement basis within 18 months from the Effective date with the same rates, terms and conditions. However, otherwise, any of the techno-commercially qualified Nitrogen Pumping Services providers can be acceptable for Extended term.
- 4.4. Contractor will complete Services in progress at a well on the date of expiry of Duration of Contract.
- 4.5. BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with the provisions contained in the Contract.
- 4.6. Contractor shall furnish required consumables, crew, equipment, tools, and accessories and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessities to assure performance of Service in accordance with the Contract and in accordance with statutory requirements / Applicable Laws / Rules. Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of operation for the Services.

5. MOBILIZATION

5.1. Mobilization Period

Contractor shall mobilize Nitrogen unit including all required equipment, spares, consumables, Goods and Contractor's Personnel required for Nitrogen pumping Operations or any other services defined in Scope of Work at Well site/ Drill site / Rig site/ Worksite/ Location within 30 Days from the



date of issue of the 'Mobilization Notice' by Company subsequent to issue of LOA. Contractor will advise readiness for commencement of mobilization / shipment to Company site at least three (3) days before the actual mobilization / shipment start of.

On issuing subsequent mobilization notice /Call out notice contractor shall mobilize Nitrogen unit including all required equipment, spares, consumables, Goods and Contractor's Personnel required for Nitrogen pumping Operations or any other services defined in Scope of Work at Wellsite/ Drill site / Rig site/ Worksite/ Location within 7 Days from the date of issue of the 'Mobilization Notice' by Company. Contractor will advise readiness for commencement of mobilization / shipment to Company site at least three (3) days before the actual mobilization / shipment start of.

- 5.2. Mobilization of Nitrogen Unit including all required equipment, spares, consumables, Goods and Contractor's Personnel shall commence after issue of Mobilization Notice by Company. Mobilization shall not be complete until the Nitrogen Unit is properly positioned at the first Wellsite, rig-up operations completed, inspected by Company and the Nitrogen is complete with all equipment & spares as per the Scope of Work of the subject tender. Mobilization shall be deemed to be complete when Nitrogen unit, all required equipment, spares, consumables, Goods and/or Contractor's Personnel are placed at Wellsite/ Drillsite / Rigsite/ Worksite/ Location, and are in readiness to commence work as envisaged under the Contract, duly certified by Company Representative.

Contractor has to mobilize and Rig up Nitrogen unit within mobilization period itself and inform the Company to carry out the inspection. Company reserve the right to inspect the Nitrogen Unit & equipments within 7 days from the Rig-up completion and information from the contractor to the company in writing. In case of any deficiency found during inspection, Contractor to rectify the same and the mobilization shall not be considered complete till rectification and acceptance by the Company.

In case inspection of Nitrogen is not carried out by Company Representative within 7 days from the information from the contractor, mobilization shall be deemed to have completed.

- 5.3. Mobilization Charges for Nitrogen will be payable after completion of Mobilization in accordance with the above mentioned Clause and certification thereof by Engineer-in-Charge/ Company Representative. The ODR/ SDR will be applicable only after acceptance and completion certificate issued by Engineer In-charge.
- 5.4. Even if Contractor fails to complete the Mobilization process strictly as per Clauses above, the Company may, at its discretion, allow commencement of Services without completion of mobilization, provided it is possible to start



the Services with the items and personnel since mobilized. However, Mobilization Charges will be paid to Contractor only after completion of Mobilization as per Clause above. The Contractor shall be liable to pay for delay in Mobilization as per the Clause mentioned elsewhere.

- 5.5. Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization of any item/personnel /material within a period of five (5) weeks after expiry of the Mobilization Period prescribed in Clause above.
- 5.6. No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clauses above.
- 5.7. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for making all necessary arrangements such as, but not limited to, raising /shifting of electrical power lines/telephone/data lines, cutting of the trees/bushes etc., required for mobilizing the contractors equipments at site, will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

6. INTER-LOCATION MOVEMENT:

- 6.1. Contractor shall be solely responsible for Inter-Location Movement including equipment, tools, consumables, Contractor's Personnel are required to be moved from one Wellsite/ Drillsite / Rigsite/ Worksite/ Location to the next Wellsite/ Drillsite / Rigsite/ Worksite/ Location.
- 6.2. During ILM period, Stand by Day Rates shall be applicable. No other charges shall be payable for the ILM period.

7. DEMOBILIZATION

- 7.1. After completion of Nitrogen Services, all equipment, materials and accessories, consumables and spares etc., brought into India on re-export basis shall be re-exported by Contractor to the point of origin, or to an SEZ in India or block transferred, except consumables and spares that have got consumed in well testing Operations. In case of failure to do so within the prescribed timeframe, except under circumstances relating to Force Majeure, Company's Reserves the right to withhold, from Contractor's final settlement of bills, the estimated amount equivalent to customs duty and/or penalty leviable by customs on such default in re-export. In the event all / part of the equipment etc. are block transferred by Contractor within the country as per provisions of Applicable Laws to an area where customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate Government clearances in India, Contractor shall be fully liable for payment of the due customs duty etc. In case of termination of Contract by Company due to any 'Default by Contractor'; or by Contractor; no



Demobilization Charges shall be payable to Contractor, except as otherwise mentioned in the Contract.

- 7.2. Contractor has to provide the necessary undertaking for compliance of Demobilization conforming clause 7.1 above and Indemnity bond for any claims arising on account of non-compliance of clause 7.1.
- 7.3. Demobilization of Nitrogen services including all required equipment, spares, consumables, Goods and/or Contractor's Personnel (upon completion of Services or expiry/termination of Contract), shall be completed by Contractor within thirty (30) days of completion of Services/expiry / termination of Contract or from the date/ period specified in the concerned Demobilization Notice.
- 7.4. No rates except Demobilization Charges shall apply after the date/ period specified in Demobilization Notice for commencement of Demobilization each time.
- 7.5. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for making all necessary arrangements such as, but not limited to, raising /shifting of electrical power lines/telephone/data lines, cutting of the trees/bushes etc., required for demobilization of the contractors equipments at site, will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

8. CONTRACTOR'S PERSONNEL

- 8.1. Contractor shall provide all required manpower for necessary supervision and execution of all Services under the Contract to Company's satisfaction. The likely number of personnel required to be deployed is mentioned in the Scope of Work.
- 8.2. Contractor shall deploy, on regular basis, its employees of all categories required for economic and efficient provision of Services.

9. FOOD, ACCOMMODATION AND TRANSPORTATION AT WELLSITE

- 9.1. During the course of provision of Services, Contractor shall make arrangements for food, accommodation & transportation of its personnel at its own cost.

10. CONTRACTOR'S ITEMS / CONTRACTOR'S EQUIPMENT

- 10.1. Contractor shall provide all the required equipment, materials, consumables, spares, chemicals and accessories required for performance of Services under the Contract as specified in this document.



10.2. Contractor will maintain sufficient all fuel and lubricants stock for uninterrupted operation of Contractor's Equipment both at Wellsite and Base camp-site at Contractor's cost.

10.3. Damage to or loss of Nitrogen unit:

Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Nitrogen unit and its other property irrespective of how such loss, damage or destruction is caused. If the Nitrogen unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate in respect of the Nitrogen services as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Nitrogen, except for its payment of monies then due or liabilities to be discharged in respect of Work already done under this Contract in respect of that Nitrogen .

11. PROVISION OF NITROGEN PUMPING OPERATIONS

Contractor will perform the Services with due diligence in a safe and workmanlike manner in accordance with accepted international oil field practices as can be expected from an experienced Contractor carrying out such services. 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 rates mentioned in the Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

12. MAINTENANCE OF CONTRACTOR'S EQUIPMENT

Contractor shall maintain Nitrogen unit and all equipment in good working condition at all times during the Duration of Contract.

Contractor shall be solely responsible for maintenance and repair of all Contractor's Items and will provide all equipment, spare parts, materials, consumables etc. during the entire 'Duration of Contract'.

13. ADVERSE WEATHER

Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Contractor's Equipment and Contractor's Personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives, for the time being at Wellsite, will not act unreasonably in the exercise of this Clause.



14. CONTRACTOR'S SPECIAL OBLIGATIONS

- 14.1. It is expressly understood that Contractor is an independent contractor and that neither it nor its employees nor its sub-contractors are employees or agents of Company. However, Company is authorized to designate its Company Representative / Engineer-in-Charge, who shall at all times have access to Contractor's Equipment, materials and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Company Representative at Wellsite as being in-charge of all Company's and Company designated personnel at Wellsite and Base Camp. Company Representative may, amongst other duties, observe, test, check and control provision of Services performed by Contractor and examine records kept at Wellsite by Contractor.
- 14.2. Contractor shall arrange for inland transportation of all Contractor's Equipment, etc. from the port/previous location to the place of work and back at the end of Work/Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / Goods to Wellsite shall be Company's responsibility but payment of 'State Entry Tax' shall be Contractor's responsibility.
- 14.3. In case Contractor imports equipment etc. on re-export basis, Contractor shall ensure re-export of the equipment and all consumables and spares (except those consumed in provision of Services during the Duration of Contract) and complete all documentation required upon completion of Services/termination/expiry of Contract. Company will issue necessary certificates etc. to facilitate re-export as required. Contractor shall arrange for re-export of Equipment within a period of thirty (30) days from the date of issue of 'Notice of Demobilization' by Company. If the re-export is not completed within the specified period or is not block transferred as per the provisions of Applicable Laws, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by Company from Contractor's bills and/or security deposit.
- 14.4. Contractor shall fully warrant that all the Goods/Consumables offered by it shall be of first quality according to specifications and shall be free from defects.

15. RIGHTS AND PRIVILEGES OF COMPANY

Company shall be entitled –

- 15.1. To check the Contractor's Items before and after mobilization. If the same are not found in good order or do not meet specifications as per 'Scope of Work' or in case of non-availability of some of the Contractor's Items listed therein, Contractor may not be allowed to commence or resume operations until Contractor has remedied such default.



- 15.2. To change the drilling/testing/completion programme or to complete or abandon operations in any well at any time.
- 15.3. To check, at all times, Contractor's stock level, to inspect Contractor's Items and request for renovation or replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.
- 15.4. To reduce the rates reasonably, at which payments shall be made to Contractor if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision of the Contract.

16. EMERGENCY

- 16.1. Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over operation of Contractor's Equipment and direct Contractor's Personnel accordingly in the event Company's interest so demands. In such case, Company will notify Contractor of its decision and within three (3) Days confirm such notice in writing, setting forth the reasons for its action.
- 16.2. In such event, Company shall pay Contractor in accordance with terms of the Contract as if Contractor was carrying out the operations.
- 16.3. All operations so conducted shall remain at the risk of Contractor to the extent Contractor is covered by insurance. When the well has been completed or when the conduct of operations has been returned back to Contractor, the equipment shall again be put at Contractor's disposal in the same condition as they were at the time the operations were taken over by Company, taking into account normal wear & tear and any inherent defects at the time of being taken over by Company.

17. CONSEQUENCES OF DEFICIENCY

17.1. Deficiency

In case Contractor fails to provide any item covered under 'Scope of Work' of Contractor, Company may arrange to provide the same to Contractor in exceptional cases only and not as a routine matter. In the event Company decides to provide any items/equipment/spares/manpower to Contractor either on its own or through Third Party on rental/consumption basis for commencement of operations or during operations, the following shall be applicable:

- i. Items shall be provided by Company at the risk & cost of Contractor.
- ii. Items/equipment will be rented out to Contractor for a maximum period of 3(three) months and the same should be returned by



Contractor to Company within a specific date to be specified by Company.

- iii. Charges for the items/equipment/manpower would be charged on (actuals + 15% of the same as supervision charge) basis and deducted from bills of Contractor.
- iv. In the event the rented items/equipment are not returned by Contractor within the specified period of three months, rental charges would be charged @1.5 times of the actuals.
- v. Deduction will be calculated based on 'Company Determined Cost', which shall be treated as final, basis of which shall be provided to Contractor.

17.2. Consequences of Deficiency in Provision of Manpower

In the event of Contractor's failure to strictly adhere to providing the minimum requirement of key personnel as set out in the 'Scope of Work', in addition to other provisions of Contract, penalty shall be levied at the rate of 5% (five percent) of the Operating Day Rate for the period of non-availability of any Personnel. Contractor will be paid at Zero Rate, if operations are suspended due to non-availability of any personnel.

Notes:

- i. The above penalty will apply apart from the deductions as mentioned in 'Schedule of Rates'.
- ii. The above penalty rates are applicable for the first five days.
- iii. Beyond 5 days, penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
- iv. Details of Key Personnel are mentioned in Scope of Work of Tender Document.

17.3. In addition to the provisions on Safety specified in the Tender Document and other applicable statutory requirements, following penalty shall also be levied for violations relating to Safety, Health & Environment:

- i. For violation of applicable Safety, Health and Environment related norms - penalty @ Rs.5, 000/- per occasion.
- ii. For violations as above resulting in any physical injury - penalty @ 0.5% of the Contract Value (subject to a maximum of Rs. 2,00,000/-) per injury, in addition to Rs.5, 000/- as in item - 1 above.



- iii. For fatal accidents - penalty @ 1% of the Contract Value (subject to a maximum of Rs.10, 00,000/-) per fatality, in addition to Rs.5, 000/- as at item-i above.

Contractor shall be required to take a suitable Insurance Policy with a view to cover itself against the above penalties and submit a copy of the said policy to the Engineer-in- Charge within 30 Days after completion of Mobilization.

18. WARRANTY AND REMEDY OF DEFECTS

- 18.1. Contractor shall carry out all of its obligations under the Contract and shall execute the Services in conformity with the specifications set forth in the 'Scope of Work' and/or conform to Contractor's published specifications.
- 18.2. Contractor shall ensure that its Goods and Services will meet Company's requirements with regard to quality, quantity or specifications which are set out in the Contract and shall be fit for the purpose as per international practices.
- 18.3. Contractor shall ensure that Contractor Personnel are duly qualified and are and will remain sufficiently qualified, careful, skilful, diligent and efficient to enable the Services to be efficiently performed by Contractor.
- 18.4. Should Company discover at any time during the Duration of the Contract, or within the Demobilization Period of fifteen (15) days after completion of the Services, that the Services do not conform to the foregoing warranty, Contractor shall promptly, and positively within 3 Days after receipt of Notice from Company, commence to perform any and all corrective work required to make the Services conform to the warranty. Such corrective work shall be performed entirely at Contractor's own expense. If, such corrective work is not performed within a reasonable time, Company may, at its option, have such remedial work performed by others and charge the cost thereof to Contractor, which Contractor shall pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, its Performance Security may be forfeited. Notice of non-conformity shall be shall be given to Contractor by Company prior to the former's actual physical demobilization from the last Wellsite.

19. COMPENSATION FOR CONTRACTOR

19.1. Rates

Company shall pay Contractor, as full compensation for the Services and for provision of Goods, Contractor's Items and Contractor's Personnel, the rates and sums described hereunder and specified in 'Schedule of Rates'. Day Rates / Hourly Rates are payable from the 'Commencement Date for Charges' in accordance with the concerned Mobilization Notice till the respective



'Termination Date for Charges' in accordance with the concerned Demobilisation Notice.

The rates payable under the Contract shall be fixed and firm throughout the Contract period and shall not be subject to change for any reason whatsoever unless specifically mentioned herein.

The Rates mentioned in the 'Schedule of Rates' are based on Contractor's operations being conducted on a seven (7) Day week and twenty-four (24) hour work - day basis.

Rates shall be pro-rated to nearest half hour periods based on a twenty - four (24) hour day. Without prejudice to the generality of the foregoing, any additional costs of whatever nature relating to delays in crew changes due to any reasons whatsoever shall be borne by Contractor, except as otherwise provided in Schedule of Rates.

19.2. Operating Day Rate (ODR)

The Operating Day Rate as specified in Schedule of Rates shall apply per twenty-four (24) hour day and pro rata in respect of any part of a day, payable after the 'Commencement Date for Charges' and all the time when the Nitrogen services being provided, except when specifically provided elsewhere in the Contract, until the Nitrogen services is demobilized or till the 'Termination Date for Charges'.

19.3. Standby Day Rate

The Standby Day Rate as specified in Schedule of Rates shall apply in the event that the Company, at its option, has suspended operations at Wellsite, including but not limited to the below mentioned situations, unless specifically mentioned elsewhere in the Contract:

- Waiting on order from Company Representative
- Waiting on Company's equipment, materials, programme and services
- For all time during which the Company at its option may suspend operations other than in case of Temporary Suspension in accordance with Emergency Clause above.
- Waiting for day light for certain production testing operation.
- Waiting on extreme weather

19.4. Force Majeure Day Rate (FDR: 75% of ODR)

The 'Force Majeure Day Rate' shall apply at 75% of ODR per twenty-four (24) hour day and pro rata in respect of any part of a day and shall be payable after the first day of any period in which operations are suspended due to a Force Majeure cause and such cause being notified to Company in



accordance with Force Majeure clause , unless specifically mentioned elsewhere in the Contract and shall continue until resumption of operations hereunder or until the Contract is terminated in accordance with provisions of 'Termination Clause'.

19.5. Charges for Contractor's Personnel

Charges for deployment of Contractor's Personnel, as specified in the 'Schedule of Rates', are included in the respective 'Day Rates' mentioned above. As such, as & when the required Contractor's Personnel are not deployed, in accordance with Company's instructions, the applicable 'Day Rates' shall be deducted accordingly after levying penalty in accordance with Deficiency clause above.

19.6. Mobilization Charges and Demobilization Charges

The lump sum amounts mentioned in the 'Schedule of Rates' for mob/demob shall apply for mobilization / demobilization to Company specified location and vice versa in accordance with mobilization/demobilization request issued by the Company from time to time.

- i. Mobilization Charges: The lump sum for Mobilization Charges specified in 'Schedule of Rates' shall be due to Contractor after completion of Mobilization and shall cover all costs incurred by Contractor before and until completion of Mobilization.
- ii. Demobilization Charges: Except as provided elsewhere in the Contract, the lump sum for Demobilization Charges specified in Schedule of Rates shall be due to Contractor after completion of Demobilization in accordance with Contractual provisions and shall cover all costs incurred by Contractor for closing down operations until completion of Demobilization in accordance with Demobilization Notice without any exception.

The lump sum for Demobilization shall be appropriate to the location to which Contractor demobilizes its equipment and/or personnel. Demobilization shall start as soon as Nitrogen unit, Contractor's Equipment and Contractor's Personnel are released by Company. No other charges shall be applicable during demobilization period and only lump sum Demobilization Charges will be paid for completion of Demobilization.

In case of termination of Contract by Company for Contractor's Default or by Contractor itself, Demobilization Charges would not be payable to Contractor unless specifically mentioned elsewhere in the Contract.



19.7. Cost of Goods/Consumables

Cost of Goods / Consumables for a particular item, if specified in Schedule of Rates, shall be payable by Company upon consumption on actual basis.

19.8. 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.

20. PERMITS & LICENCES

20.1. Ingress and Egress At Locations

Company hereby agrees that it shall provide Contractor with all necessary rights of ingress/egress to the Location/ Wellsite including any permits or licenses required for performance by Contractor of all Works contemplated by the Contract. In the event of any restrictions, conditions, or limitations in Company's permits / licenses, which would affect the right of free ingress / egress to be exercised by Contractor hereunder, its employees or its sub-contractors, Company agrees to promptly advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same.

20.2. Verification of Character and Antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within BPRL's premises like plants, offices, installations, rigs and stock-yards etc., Contractor shall submit the following documents to BPRL prior to start of work:

- i. Undertaking from Contractor that the character and antecedents of the person(s) proposed to be deployed by it are impeccable.
- ii. Undertaking from Contractor that it has scrutinized the previous working of the person(s) proposed to be deployed by it and there is nothing adverse as regards his/her character and antecedents.
- iii. Along with the above mentioned undertakings, Contractor will provide certified photocopies of 'Police Verification Certificates' for inspection by an authorized representative of BPRL. Contractor has to obtain 'Police Verification Report' (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has/have been residing for the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police Verification Report' should be obtained from that area where the person(s) has/ have stayed last.

20.3. Licences

Contractor shall procure all necessary licenses, permits and authorizations to enable it to perform the Services. To the extent that such licences or permits



are required to be issued by any Indian authority, the Company will provide necessary assistance to Contractor to obtain such licences and permits, if required details are provided well in advance. The cost of obtaining such licences or permits shall be borne by Contractor. Contractor shall be responsible for preparation and submission to Company of a 'Master List' of all items to be temporarily imported into India - such list to be divided into consumable and non- consumable items.

21. 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:

- 21.1. In the event of breach of any Applicable Law;
- 21.2. 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
- 21.3. 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
- 21.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- 21.5. 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.

21.6. Contractor's Equipment

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

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

- ii. If any of Contractor's or its sub-contractor's down-hole equipment becomes lodged or lost in a well, Company may, at its sole discretion, direct its drilling Contractor to fish out such equipment or abandon it or



discontinue any fishing operations at any stage. If Company does not pursue or discontinues fishing operations provisions of subsequent Clause shall apply.

- iii. Subject to clauses below, Company shall be responsible for damage to or loss of Contractor's Equipment below the rotary table and shall reimburse Contractor the depreciated replacement cost or cost of repair, as applicable, for the item lost or damaged, less all proceeds from insurance on the item lost or damaged. The replacement cost shall be computed by taking seventy-five percent (75%) of the original actual cost of the down-hole equipment and then depreciating that amount on a straight-line basis @ 20% (twenty percent) per annum commencing on the 'Commencement Date for Charges' of that equipment under the Contract. Contractor shall provide details of cost of Contractor's Equipment below the rotary table within 30 Days of signing of the Contract.
- iv. Notwithstanding the above, or any other provision of the Contract to the contrary, Company shall not be responsible for damage to or loss of Contractor's Equipment below the rotary table where such loss or damage is caused by the Gross Negligence or Wilful Misconduct of Contractor's Personnel, or use of damaged or defective equipment or the negligent or intentional use of fatigued equipment, or abuse of such equipment, or blowout or fire.
- v. Whenever any loss, damage or destruction of/to any of the Contractor's Equipment as referred above occurs, the Contractor shall immediately notify the same to Company describing the circumstances of such loss / damage. Whenever the Contractor makes any claim pursuant to the provisions under Clause above, the Contractor shall furnish the following documents / information in support thereof:
 - List of equipment or other property lost, damaged or destroyed,
 - Extent of damage,
 - Copy of purchase invoice
 - Customs Clearance Vouchers, Invoices or any other documents indicating the date of import (or clearance from SEZ, as the case may be) of the equipment in India.
 - Costs of repairs, if any, supported by evidence of the same.
 - Customs duty paid in case of spares, consumables, accessories, explosives etc.
 - Depreciated Value of the damaged/lost equipment as per Contractor's books of accounts.
- vi. In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement/ repair shall be



treated as fresh cases under the Contract. Mobilization period and payment of charges towards Mobilization shall be governed accordingly except under events of Gross Negligence or Wilful Misconduct on the part of the Contractor.

- vii. It is understood that pending receipt of claim supported by the required documents/information mentioned above, no payment shall be due to the Contractor on this account. In the event that Contractor's Equipment or property is lost, undisputed portion of such loss shall be reimbursed by Company within one (1) Month from the date details of the claim are submitted by Contractor.
- viii. It is understood and agreed between the Parties that the loss, destruction or damage to Contractor's Equipment other than as provided above shall be to the account of Contractor.

21.7. Liability for Well or Reservoir

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:

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

21.8. Pollution Or Contamination

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- i. Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.



- ii. Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, but not limited to that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oils, gas, water or other substances, save and except pollution or contamination for which the Contractor assumes liability in terms of Clause above.
 - iii. In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and Company, to be the same as of the Party for whom the work was being performed and all of the obligations respecting defence, indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
- 21.9. Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, other contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss of or damage to property of the Contractor and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused, and even if caused by negligence of Company and/or its servants, agent, nominees, assignees, other contractors and sub-contractors, the Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.10. Neither Company nor its servants, agents, nominees, assignees, other contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused, and even if caused by negligence of Company and/or its servants, agents nominees, assignees, other contractors and sub-contractors, Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.11. The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for loss or damage to equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arise out of or in connection with performance of the Contract.



- 21.12. The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.
- 21.13. Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss or damage to property of Company and/or its other contractors or sub-contractors, irrespective of how such loss or damage is caused, and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors, Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.14. Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its other contractors or sub-contractors irrespective of how such injury, illness or death is caused, and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors, Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.15. The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its other contractors or sub-contractors when such loss or damage or liabilities arise out of or in connection with performance of the Contract.
- 21.16. The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its other contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.

22. INDEMNITY

- 22.1. Except as otherwise provided herein, Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits,



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

- 22.2. Except as otherwise provided herein Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, other contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part or other faults.
- 22.3. Contractor shall protect, indemnify and hold harmless Company, its Affiliates, its co-venturers, directors, officers and employees of the Company and its co-venturers from any and all claims or liability of income, excess profits, duties, employment taxes, salaries, wages and compensation and in general royalty, all other taxes assessed or levied by the Government or by any proper authority thereof against Contractor or its sub-contractors or against Company and, its Affiliates, its co-venturers, for or on account of any payment made to or earned by Contractor under this Contract. Contractor shall further protect and hold the Company, its Affiliates and its co-venturers harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to Contractor's employees and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.
- 22.4. The indemnities given herein above by Company shall not apply for loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by Gross Negligence or Wilful Misconduct of the Contractor.

23. INSURANCE

- 23.1. Contractor shall procure at Contractor's expense full and sufficient insurance cover with a recognizable and acceptable insurance company in respect of its liabilities hereunder and / or as required by all Applicable Laws and will, on request by Company, produce evidence of the respective policies of insurance and receipts evidencing payment of current premia. Contractor shall ensure that the insurance cover is maintained for the entire 'Duration of Contract'.



23.2. Waiver of Subrogation

All insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in insurance clause hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“The insurers hereby waive its rights of subrogation against any individual, company, Affiliates or assignees for whom or with whom the assured may be operating to the extent of the contractual indemnities undertaken by Contractor.”

23.3. Certificate of Insurance

Within 15 Days of commencing performance of the Contract, Contractor shall, upon request, furnish Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance company or companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement attached to all policies, (6) the territorial limits of all policies.

If any of the above policies expire or are cancelled during the ‘Duration of Contract’ and Contractor fails for any reason to renew such policies, Company may replace the same and charges the cost thereof to Contractor.

Should there be a lapse in any insurance required to be carried by Contractor under the Contract, for any reason whatsoever, losses resulting therefrom shall be for the sole account of Contractor.

23.4. Deductibles

That portion of any loss which is not covered by insurance provided for in this Clause, solely by reason of a ‘deductibles’ provision in such insurance policies, shall be for the account of Contractor.

23.5. Insurances required by Sub-contractors

Contractor shall require all of its sub-contractors to provide such of the foregoing insurance coverage as Contractor may consider necessary.

24. 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.

25. FORCE MAJEURE

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.

26. LIQUIDATED DAMAGES

- 26.1. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 1 % of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.

27. TERMINATION OF CONTRACT

- 27.1. **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.
- 27.2. **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:
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
- 27.6. 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.
- 27.7. 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.
- 27.8. 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.

27.9. 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'.

27.10. No Demobilization Charges will payable by Company due to Termination of Contract by Company due to default by Contractor or by Contractor itself unless specifically mentioned elsewhere in the Contract.

28. 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.

28.1. 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.

28.2. 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.



- 28.3. 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.

29. PAYMENT & INVOICING

- 29.1. Contractor shall submit invoices to BPRL in respect of the Service rendered line item-wise to the Company after providing the services and verification, acceptance and certification by BPRL Engineer-in-Charge or his authorized representative.
- 29.2. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.
- 29.3. The quantities mentioned in tender document/price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.
- 29.4. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 29.5. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.
- 29.6. **Invoice Presentation**

Contractor shall mention name of block i.e. CB-ONN-2010/8 or CB-ONHP-2017/9 in every invoice raised against the Contract.

Invoice, accompanied by copies of original vouchers, records, receipts or other supporting evidence for the Services performed or the expenses incurred for each Wellsite, shall be submitted to Company after completion of Services at a particular Location/ Wellsite on or before the tenth (10th) of succeeding month. If Contractor provides its Services for more than one Location/ Wellsite in a month, separate invoices shall be prepared & submitted by the Contractor for the Services rendered for each of the wells.

Invoices should be accompanied by the following documents/details:

- i. The following documents / details should be invariably furnished along with the first invoice:
 - a. Copy of valid GST Registration Certificate
 - b. Particulars required for making payments through NEFT.
 - c. Mobile Phone No. (Optional).



- d. E-mail ID.
- ii. Payment of Mobilization Charges:
 - a. Invoice (in accordance with the relevant GST Rules).
 - b. Insurance Policies (As applicable).
 - c. Inspection Report (Pre-mob, as applicable).
 - d. Notification Certificate of Acceptance of Mobilization.
 - e. Certificate of 'Commencement of Operations' under this Contract.
 - f. Details / Statement showing cost of services, GST etc.
- iii. Periodical / Monthly payment:
 - a. Invoice (i.e. Tax Invoice as per relevant GST Rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, Rate and amount of GST shown separately).
 - b. Insurance Policies and proof of payment of all premia (As applicable)
 - c. Details of statutory payments like PF, ESI, EPF etc. (As applicable)
 - d. Undertaking by the Contractor regarding compliance of all statutes
 - e. Certificate by the Contractor stating that labourers have been paid not less than the Minimum Wages. (As applicable)
 - f. Copy of Time Sheet / Log Sheet /DPRs/ DSRs duly signed by Company's representative with summary showing non-operating period, operating period, idle period, breakdown of Equipment, non-deployment / short deployment etc. (if any) and reasons thereof
 - g. Attendance Sheet (How many persons on board) / Manpower deployment sheet [showing non-deployment / short deployment etc (if any) and reasons thereof].
 - h. Details/Statement showing cost of services, GST etc.

30. EMERGENCY RESPONSE PLAN

The Contractor shall maintain Emergency Response Plan (ERP) for onsite. The Contractor shall also maintain Risk Register.

31. MOEF & CC (MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE) GUIDELINES

The Contractor shall comply with the guidelines issued by MOEF & CC (MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE), DGMS and all other Statutory Authorities.



32. CONFIDENTIALITY AND PUBLICITY

Contractor shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the Work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the Work or its results and shall prevent anyone becoming acquainted with the same, either through Contractor or its personnel or authorized Sub-contractors or agents. Contractor shall not avail of the information obtained in the course of Work hereunder in any manner whatsoever, nor shall Contractor divulge any information about the location of the Work area or part thereof. Contractor shall not also destroy any report, note and technical data relating to the operation / Work and not required by the Company. The obligation is a continuing one and shall survive the completion/ termination of this Contract.

During the course of execution of the Contract, Company, its employees, agents and other contractors may be exposed to certain confidential information and data of the Contractor. Such data and information shall be held by the Company, its employees and other contractors in the strictest confidence and shall not be disclosed to any other party except on a need to know basis. This obligation is a continuing one and shall survive the completion/termination of this Contract.

However, nothing herein shall deprive the Party receiving any confidential information (“Recipient”) of the right to use or disclose such information which:

- 32.1. is, at the time of disclosure, known to the public;
- 32.2. lawfully becomes at a later date known to the public through no fault of Recipient;
- 32.3. is lawfully possessed by Recipient before receipt thereof from party disclosing the same (“Disclosing Party”);
- 32.4. is disclosed to Recipient in good faith by a third party who has an independent right to such information;
- 32.5. is developed by Recipient independently of the information disclosed by the Disclosing Party; or
- 32.6. Recipient is required to produce by an order of the court.

33. INTELLECTUAL PROPERTY OWNERSHIP

Notwithstanding anything to the contrary contained herewith, while providing Services to the Company, Contractor may utilize expertise, knowhow and other intellectual capital (including intellectual property) which are Contractor Group’s exclusive property and develop additional expertise, knowhow and other intellectual



capital (including intellectual property) which are Contractor Group's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by the Contractor during the course of providing services. Contractor grants no titles, license or right to Company to use Contractor Group's intellectual capital (including intellectual property).

34. DATA AND OWNERSHIP OF TECHNICAL INFORMATION

The Company shall retain title to Technical Information in whatever form, acquired or developed by the Contractor within the Scope of Work under this Contract and the Contractor shall deliver all such Technical information to the Company upon completion or termination of the Contract or when so instructed by Company. The Contractor shall deliver to Company copies of the forms or other data pertaining to the Services relative to the Contract. The Contractor may retain copies of such data for its confidential records after obtaining Company's written consent. Subject to the above, during the course of the Work, the Contractor may use such Technical Information in the performance of the Work and shall keep it in Contractor's custody and care.

35. 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.

36. 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.

37. GENERAL LEGAL PROVISIONS

- 37.1. **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.
- 37.2. **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.
- 37.3. **Language:** The ruling language of the Contract shall be the English language.
- 37.4. **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.
- 37.5. **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.
- 37.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

38. NOTICES

- 38.1. 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.
- 38.2. 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



39. 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

40. 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.

41. 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.

42. 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 1435** (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.

43. 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.

44. DEFECT LIABILITY PERIOD: Nil.

45. 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.

46. 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.

47. CONFLICT OF INTEREST

47.1. 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:-

47.2. 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.

48. The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs will be applicable. In case L1 bidder is Non-MSE and if any MSE bidder falling within L1+15%, MSE bidder shall be given preference to match the L1 Price and if MSE bidder matches the L1 price entire order shall be placed on MSE bidder.
49. The scope of work under this tender is non-split able/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.
50. In case of tender item is non-split able OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
51. 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.

52. 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 15 %. The Policy shall be implemented in the following manner:

- 52.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 52.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 52.3. 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.

- 52.4. 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.
- 52.5. 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.
- 52.6. 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.
- 52.7. 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.
- 52.8. 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.

52.9. 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.

52.10. 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.



52.11. **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.

52.12. 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.

52.13. **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.

53. 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.

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

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

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

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)



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:



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.



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 and MSE policy.
4. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and EMD shall continue to be available to MSE Bidders
5. The option once exercised cannot be modified subsequently.

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

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

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

ARTICLE - 2

WORK TO BE PERFORMED

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



ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

6.1 Subject to any provisions of the Contract Documents to the contrary, any notice, order or

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

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



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

ARTICLE-7

WAIVER

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

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of

BHARAT PETRO RESOURCES LTD.

(CONTRACTOR)

By Mr./Ms.....

by Mr./Ms.....

In the presence of:

In the presence of:

(This day of _____ 2019)

1.

1.

2.

2



**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)



UNDERTAKING FROM VENDOR-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:

End of Part 7