



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



Bharat PetroResources Limited
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HIRING OF COMPACT HIGHER CLASS CAR AT MUMBAI

Tender No: 1000356065

e-Tender Id : 75719



PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject: Hiring Of Compact Higher Class Car At Mumbai.

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

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

i. Instructions to Bidders	-Part 1
ii. General Instructions for e-Tendering	-Part 2
iii. GCC & Holiday Listing Policy	-Part 3
iv. Scope of Work	-Part 4
v. Special Conditions of Contract	-Part 5
vi. Standard Formats/Annexures	-Part 6
 - b. **Price bid (PART-B)**: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.
2. **The entire bid shall be online only.**
3. Offers should strictly be in accordance with the tender terms & conditions and Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
4. This is a nil deviation tender, any offer with deviation shall be disqualified for commercial evaluation.
5. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
6. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
7. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
8. It is advisable that bidders should review Part-5 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).
9. EARNEST MONEY DEPOSIT: Nil.
10. Interested bidders, who are participating in the tender, are welcome to witness the bid opening of the bids at our office on bid opening date/time.



11. 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.
12. BPRL reserve the right to cancel the tender without assigning any reason whatsoever.
13. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

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

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

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

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

Thanking you,

Yours faithfully,

For Bharat PetroResources Ltd.

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

End of Part 1

Part -2

General Instructions to vendors for e-tendering

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

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

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - I. Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest.
 - II. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - III. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - IV. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of



contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - VII. No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
 8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.
 9. BPRL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

For system related issues:

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

End of Part -2



Part-4

HIRING OF CARS FOR BPRL MUMBAI - SCOPE OF WORK

1. Contractor has to provide Bharat PetroResources Ltd (BPRL) the car as specified in the tender, i.e. One "Compact Higher " car (Sedan with 1400 cc to 1600cc Engine capacity ; Fuel: Petrol/Diesel) for office purpose. The car **should be registered in the Calendar year 2019 or 2020** .
2. The date of starting of execution of contract may not necessarily be immediate after the award of contract. The same shall be advised by concerning BPRL officer.
3. Duration of the contract will be for a period of 24 months from the date of Letter of Award and termination with a notice of one month, both on sole discretion of BPRL.
4. The bidder should study the tender documents carefully and understand the conditions, specifications etc. before quoting. If there are any doubts, he should obtain written clarification from BPRL.
5. Once the quotation is accepted and the Work Order placed on the successful Bidder, the rates shall be valid until the entire contract period subject to escalation/de-escalation mentioned in the tender.
6. The Contractor will abide by rules and regulations, by laws and statutes etc. imposed by the Government / semi Government and other local authorities such as Municipality etc., for execution of his job. Successful Contractor will comply with the provisions of all current Labour Laws during the progress of the work. The contractor's employees attached to us must be covered under EPF/ ESIC scheme. The Corporation before award of the contract and from time to time during the course of contract shall inspect the documents to verify that the laws are duly complied with.
7. For billing purpose, if the work hours exceed the instructed duty timing, then only the additional Hrs payment will be made. Otherwise, bill will be cleared as per the monthly slab and per km cost only.
8. No allowance will be paid for the night halts of in-station duties; Driver allowance shall be paid during outstation (outside Mumbai limits) trips only.
9. The quantities of variable parameters like additional hours, driver allowance, toll and parking charges etc. are prone to vary during the execution of contract. The same shall not lead to reconsideration of the party/quotation once the party is finalized.
10. Bills would be settled on a monthly basis after certification by the user. No interest shall be payable on delayed payments. This, however, shall not permit the Bidder in any way to discontinue with the work entrusted to him.
11. **Price Escalation/De-escalation:** In case of change in Fuel rate in Mumbai is 5% or more (high/low), the new rate/km would be calculated as follows :
$$\text{New rate/km} = \text{Old rate/km} + (\text{New Fuel Rate/ltr} - \text{Old Fuel Rate/ltr})/12\text{km/ltr}$$

(Escalation shall be computed for each Financial Year Quarter. The price of fuel/ltr as on date of the Price Bid Opening date shall be adopted as old fuel rate/ltr in the price escalation formula for the first rate (Rate/km) revision in the contract when the fuel price variation is beyond 5%. The fuel rates of BPCL for the respective FY quarter will be considered as the new fuel rate.)
12. **Security Deposit:** Successful bidder shall have to submit Security deposit equivalent to 10% of the total contract value entering into a formal agreement. This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to Bharat PetroResources Limited or Bank Guarantee in the prescribed format within 15 days from date of issue of LOA.
13. **Evaluation Criteria and Award of Contract:**
Price evaluation and award of contract will be done on 'Lowest quote' basis including Tax liability to BPRL.
14. All new statutory levies levied on provision of car hiring services within the Contract Duration, if any, shall be payable extra by BPRL against documentary proof.
15. Following documents are required for technical qualification:



- Copy of RC as required in Scope of Work.
- Copy of insurance policy of the vehicle which shall be valid as on date of tender submission.
- Copy of valid PUC certificate of the vehicle
- Copy of valid fitness certificate of the vehicle

OR

In case of any vendor is not readily having specified type of vehicle with required vintage at the time of bid submission and ready to provide a new one after placement of LOA within mobilization period can also submit bid. However, in this case vendor needs to submit an undertaking on their letter head stating that he will provide the car meeting the tender requirements.

16. Transporters have to provide the vehicles to BPRL within 15 days of mobilization notice along with but not restricted to the following documents:
 - a. Copy of RC Book of the vehicle
 - b. Copy of valid fitness certificate of the vehicle
 - c. Copy of valid Insurance certificate of the vehicle
 - d. Copy of valid PUC certificate of the vehicle
17. The cars would be insured by all respects by the contractor. In any case of accident, theft etc. all the claims arising out of it will be met by the contractor and BPRL shall not be liable in any form.
18. The taxi symbol must be displayed accordingly on the car.
19. The vehicle provided on hire will be parked at the Executives' residence and the kilometer reading will be billed on actual basis.
20. The experienced and trained driver shall be provided as required for 12 hours duty per day as per the duties assigned by the users from time to time. Timings will be specified during the award of contract. The vehicles shall be used for all kind of duties such as Local, Airport pickup/drop and outstation use on any/all day of the week. The contractor shall be responsible for the daily cleaning / upkeep of the car for which driver should report reasonably in advance of his normal duty hours. The Transporter shall provide cleaning consumables. The time required for the cleaning and upkeep of vehicle shall be on the account of the transporter. Further, in case of emergencies, after the duty period is over, if required, the driver shall report within a short notice in case of emergencies. The driver should be given offs as per the normal practice and a substitute driver to be provided during the offs.
21. Vehicle registrations with DTO/RTO shall be in the name of party, who quote for the tender.
22. The C&A verification of the driver and the necessary statutory provisions like payment of the minimum wages, PF etc. shall be the duty the contractor.
23. The contractor should see to it that the driver employed should be in possession of the valid driving license and all the requisite documents of the vehicle. He should have the knowledge and skills of all roads of the region.
24. These vehicles should be fitted/ provided with the following additional accessories / utilities
 - Clean seat covers
 - Quality music system with CD player
 - Air-conditioning
 - Power Windows
 - Reading lamp
 - Tissue paper box
 - Car perfume
 - Mobile Charger
 - Seat Belts (Front /Rear)
 - Umbrella during Monsoon
 - Fire Extinguisher
 - First Aid Box
 - Mineral Water Bottles (2nos of 1 liter each)
25. The transporters should try to maintain the same driver during the entire contract period.



26. All Toll charges/parking and entry fees would be reimbursed along with monthly bills at actual on submission of original receipts.
27. For Outstation duty, the driver will have to make his own arrangements for stay and food. For the same the Transporter should pay, provide sufficient cash in hand for fuel, Toll & Parking charges and other consumables.
28. The driver shall also take care of minor breakdown and repairs like tyre puncture, light repairs etc. must have spare wheel in working condition.
29. The transporters would be paid the daily driver allowance as quoted/agreed at the time of bill settlement for the outstation duties.
30. For all airport duties, the driver is required to stand with a BPRL placard.
31. For billing purpose, Time/ Km. would be as certified by the respective user.
32. The contractor shall provide the driver with a mobile phone and a fixed number so that even when the drivers are changed during off days, the same number can be used for contacting.
33. **PENALTY CLAUSES**
 - a. In case of a breakdown, the Transporters shall be responsible for providing an equivalent / suitable / upgraded replacement within an hour else the Company will claim Rs. 1500/- towards penalty and the same will be deducted from the Transporters pending bills/payments. This will be in addition to the cost incurred by the Corporation/User in hiring alternative.
 - b. Even in the event of failure of duty, or if the condition of the vehicle is not found satisfactory a penalty of Rs.1500/- will be deducted from the Transporters pending bills / payments. This will be in addition to the cost incurred by the Corporation/User in hiring alternative vehicle.
 - c. The contractor shall provide the driver with a mobile phone and a fixed number so that even when the drivers are changed during off days, the same number can be used for contacting. In case the mobile provided to the driver is found to be not working a penalty of Rs.250/- for each occasion would be charged to the transporters.
 - d. The contractor shall provide the driver with uniform as approved by the Corporation. In case the driver reports for duty without the approved uniform, a penalty of Rs.250/- for each occasion would be charged to the transporters.
34. The driver(s) should be literate and preferably have working knowledge of Hindi/English.
35. The party will be required to submit a copy of the RC/TC book, valid driving license of the driver being attached and Insurance Policy.
36. The party will insure the vehicle comprehensively for all risks and BPRL at no time shall be liable for any of the risk. The risk of passenger travelling in the vehicles should be covered by the Transporter to the extent of liability specified in the Motor Vehicles Act & Rules made there under or any other law applicable in that respect).
37. No changes can be made in the factory fittings of the cars provided without permission from us. Confirmation from the successful party will be obtained before placing the LOI for the same and all necessary documents pertaining to the vehicles will have to be submitted at that time.
38. Any overtime arising due to breakdown of vehicle supplied by Transporter shall be on his account and shall not be charged to BPRL.
39. Transporters will indemnify BPRL and keep BPRL indemnified from and against any claims whatsoever that may be made against all in relation to or arising out of this contract and undertake to see that we are absolved of any liability whatsoever to any third party on account of this contract.
40. During the contract period, if any of the transporters vehicles meets with an major accident or any of his vehicle starts giving any maintenance problem, the same is to be informed to the officer concerned and suitable replacement of the vehicle of equivalent category is to be procured/arranged.
41. Bills would be settled on a monthly basis.



42. BPRL may at any time terminate the contract by giving a notice of one month. Contractor will be paid for the services rendered upto the termination.
43. The party to maintain sufficient cash impress with the driver to enable him to pay for fuel, parking, toll & other sundry expenses.
44. The vehicle shall be serviced and maintained in a best possible manner as recommended by the manufacturer. Necessary replacement of parts/ components shall be taken up on completion of the specific mileage.
45. **BILL OF QUANTITIES:**

S. No.	Item	Quantity	Unit
1	Hiring of 1 Compact Higher Class Vehicle (Fixed charges for 0 km & 12 hours) as per tender terms and conditions. (Sedan with 1400 cc to 1600 cc Engine capacity; Fuel: Petrol/Diesel ; Age should not be more than 2 years old as on the last date of Bid Submission)	24	Month
2	Kilometer usage (Within City limits and Outstation inclusive) as per tender terms and conditions.	72000	KM
3	Extra Hours over & above daily limit as per tender terms and conditions.	2880	Hour
4	Driver Allowance - Outstation Night halt as per tender terms and conditions.	72	Each

End of Part -4



PART-5

Special Conditions of Contract

1. GENERAL

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

2. DEFINITIONS

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

- 2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.
- 2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 2.3. "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.4. "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.
- 2.5. "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.6. "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.
- 2.7. "Contractor Personnel" means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.



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

3. SCOPE OF WORK

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

4. EFFECTIVE DATE AND CONTRACT DURATION AND COMPLETION SCHEDULE

- 4.1. The date of issue of Letter of Award ("LOA") by Company shall be the 'Effective Date' of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.
- 4.2. "Duration of Contract" shall be the period of 24 Months from Effective Date. However, the bidder has to complete the work/ service as per the timelines mentioned in the Scope of Work (Part-4 of the Tender Document) and termination with a notice of one month, both on sole discretion of BPRL.
- 4.3. BPRL shall have the right to terminate the contract, at any time before the expiry date of the contract in accordance with various provisions contained in the contract.

5. FORCE MAJEURE

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

6. LIQUIDATED DAMAGES

- 6.1. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 0.5% of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.
- 6.2. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.
- 6.3. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.
- 6.4. Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

7. TERMINATION OF CONTRACT

- 7.1. **Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time with one month advance notice, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature, except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.
- 7.2. **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:
- 7.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled



Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.

- 7.4. If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.
- 7.5. If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3 (three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.
- 7.6. If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 7.7. If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 7.8. If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.
- 7.9. Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor and its Security Deposit shall be forfeited. Termination under this clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Work performed hereunder prior to such termination.
 - i. **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure.
 - ii. **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

8. GST CLAUSE

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

8.1. New Statutory Levies

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

8.2. Variation in Taxes/Duties/Levies

Any increase/decrease in statutory levies viz. GST, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's

account (If the work is performed within the timelines). Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

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

9. PAYMENT & INVOICING

- 9.1. Invoice shall be submitted after the completion of activity and acceptance thereof by BPRL. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.
- 9.2. Invoice should be submitted along with the measurement sheets as per attached format (Annexure-F). Without which the invoice shall be considered as incomplete.
- 9.3. The quantities mentioned in tender document/price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.
- 9.4. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 9.5. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.
- 9.6. Contractor to provide "No due certificate, No claim certificate, Site Clearance certificate, Labour liability Certificate in BPRL's format at the time of final invoice submission. Formats for these certificates are attached as Annexure-G.

10. LIABILITY

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

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

11. CONSEQUENTIAL LOSS

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



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

12. ADHERENCE TO SAFETY AT SITE:

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

13. ASSIGNMENT AND SUB-CONTRACTING

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

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

14. ARBITRATION

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

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

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

15. GENERAL LEGAL PROVISIONS

15.1. **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits there under to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.

15.2. **Governing Law:** This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.



- 15.3. **Language:** The ruling language of the Contract shall be the English language.
- 15.4. **Mitigation of Loss:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.
- 15.5. **Entire Contract:** This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.
- 15.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

16. NOTICES

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

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

17. PRICE EVALUATION CRITERIA

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

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

19. CURRENCY OF QUOTE

Bidders have to quote in INR only.

20. **EARNEST MONEY DEPOSIT :** Nil.

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

22. BID VALIDITY

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

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

23. **VENDOR MASTER DATA :** Nil.

24. CONFLICT OF INTEREST

- 24.1. The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the owner under the contract. The contractor shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in according to the following requirements:-
- 24.2. The Contractor shall provide professional, objective and impartial advice and all times hold the owner's interest paramount, without considering any future work, and that in providing advice they avoid conflicts with other assignment and their own interest. There should not be any conflict of interest between the Contractor's consultancy activities and the other site activities. Neither Contractor (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, which is hired or shall be hired for any assignment that, by its nature may be in conflict with another assignment of the Contractor.

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

- 25.1. All efforts are to be made by vendor / contractor to encourage procurement through Micro and Small Enterprises (MSEs) or MSE-SC/ST Entrepreneurs through their sub contract procurement.
- 25.2. Monthly report for purchase of material / services / sub-contract from MSE bidders / MSE-SC/ST Entrepreneurs to be submitted by vendor / contractor to BPRL in the following format

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

- 25.3. Such report to be signed by authorized representative of vendor / contractor.
26. 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.
27. The scope of work under this tender is non-splittable/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.
28. In case of tender item is non-splittable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
29. 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]

30. Purchase preference Linked with Local Content Clause

MoP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated

Local content. Owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements / conditions defined herein and submitting documents required to support the same.

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

- 30.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 30.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 30.3. 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.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.
- 30.8. 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.

- 30.9. 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.
- 30.10. 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.
- 30.11. **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.

30.12. 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.

30.13. 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.

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

32. 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.
- 33. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.
- 34. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-6.
- 35. The draft agreement enclosed as per Annexure-E shall be executed with successful bidder instead of GCC Part-IX.

End of Part-5



PART - 6

ANNEXURE- A

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

To,

Date:

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

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

We herewith declare that

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

For

(Sign and Stamp)



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.



Annexure-D

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name& Designation:

Seal:



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

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

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

ARTICLE - 2

WORK TO BE PERFORMED

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

ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only



in the court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

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

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

ARTICLE-7

WAIVER

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

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED



For and on behalf of
BHARAT PETRO RESOURCES LTD.

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

- 1.
- 2.

For and on behalf of
(CONTRACTOR)

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

- 1.
- 2.

End of Part 6