



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

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

**Hiring of Manpower Services for supervision during  
Workover/Testing/ Drilling in Operatorship Block CB-ONN-  
2010/8 and CB-ONHP/2017/9, Cambay Basin, Gujarat, India**

**Tender No: 1000334924**

**e-Tender Id : 61842**

**Domestic Open Tender**



**PART – 1**  
**INSTRUCTIONS TO BIDDERS**

Dear Sir/Madam,

**Subject: Hiring of Manpower Services for supervision during Workover/Testing/Drilling in Operatorship Block CB-ONN-2010/8 and 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 **Domestic 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
viii. Integrity Pact	-Part 8
  - b. **Price bid (Part B)**: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.
2. The entire bid shall be online only.
3. Offers should strictly be in accordance with the tender terms & conditions and Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
4. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No



claims on this account shall be entertained.

6. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line items.
8. 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 31.07.2019 @ 1430 Hrs (IST) at below mentioned address:**  
Bharat Petro Resources Ltd.,  
12th Floor, Maker Towers-F Wing,  
Cuffe Parade, Mumbai- 400005.
11. You may please send your pre-bid queries, if any, on or before **30.07.2019 @ 1500 Hrs (IST)** through e-mail to [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) and [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in), K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

S. No.	BPRL Tender Clause No.	BPRL Tender Clause Description	Query (if any)	Justification

13. Interested bidders, who are participating in the tender, are welcome to witness the techno-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](mailto:satyanarayan@abcprocure.com); [support@bpclproc.in](mailto: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	<a href="mailto:rakesh.ujjawal@bharatpetrorresources.in">rakesh.ujjawal@bharatpetrorresources.in</a>	<a href="mailto:ravikumar.b@bharatpetrorresources.in">ravikumar.b@bharatpetrorresources.in</a>
Office Address	12 <sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005 Board No : 022 -22175600 Fax No : 022-22154364	

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

- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323, Email : [vikramsrivastava1973@gmail.com](mailto:vikramsrivastava1973@gmail.com).
- Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile : 08853760730, Email: [vbsinghips@gmail.com](mailto:vbsinghips@gmail.com).

Thanking you,  
Yours faithfully,

**For Bharat PetroResources Ltd.**

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

**End of Part 1**



## Part -2

### **General Instructions to vendors for e-tendering**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcleproc.in>.
2. For registration on the e-tender site <https://bpcleproc.in> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform [rakesh.ujawal@bharatpetroresources.in](mailto: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/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - VII. No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
  8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.
  9. BPRL and/or the e-procurement service provider shall not be responsible for any direct



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

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

For system related issues:

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

**End of Part -2**



## Part-4

### BID QUALIFICATION CRITERIA

#### A) Technical Criteria

1. The bidder must have experience of successfully completed providing similar works of value (including taxes) as noted below in the last seven years as on bid closing date and should meet either of the following :

A	ONE similar completed work, costing not less than the amount	<b>Rs. 233.78 Lakh</b>
B	TWO similar completed work each costing not less than the amount	<b>Rs. 146.11 Lakh</b>
C	THREE similar completed work each costing not less than the amount	<b>Rs. 116.89 Lakh</b>

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

Consortium / Group companies/MOU tie-up are not allowed to participate in this tender. 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 as mentioned below, 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.

A.	Minimum average annual turnover for the last three consecutive accounting years.	<b>Rs. 87.67 Lakh</b>
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2. The vendor's net worth reflecting in the latest Audited Financial Statements (latest accounting financial year or latest calendar year as the case may be) should be positive. 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, notes/schedules forming part of accounts 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:**

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

1. 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](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**.
2. Bidder has to submit the undertaking documents as per the **Annexure-G**.
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 providing technical supervision during workover/ surface production testing and drilling of wells in in BPRL blocks i.e. CB-ONN-2010/8 & CB- ONHP 2017/9, Cambay Basin, Gujarat, India. Both the blocks are on-shore blocks.

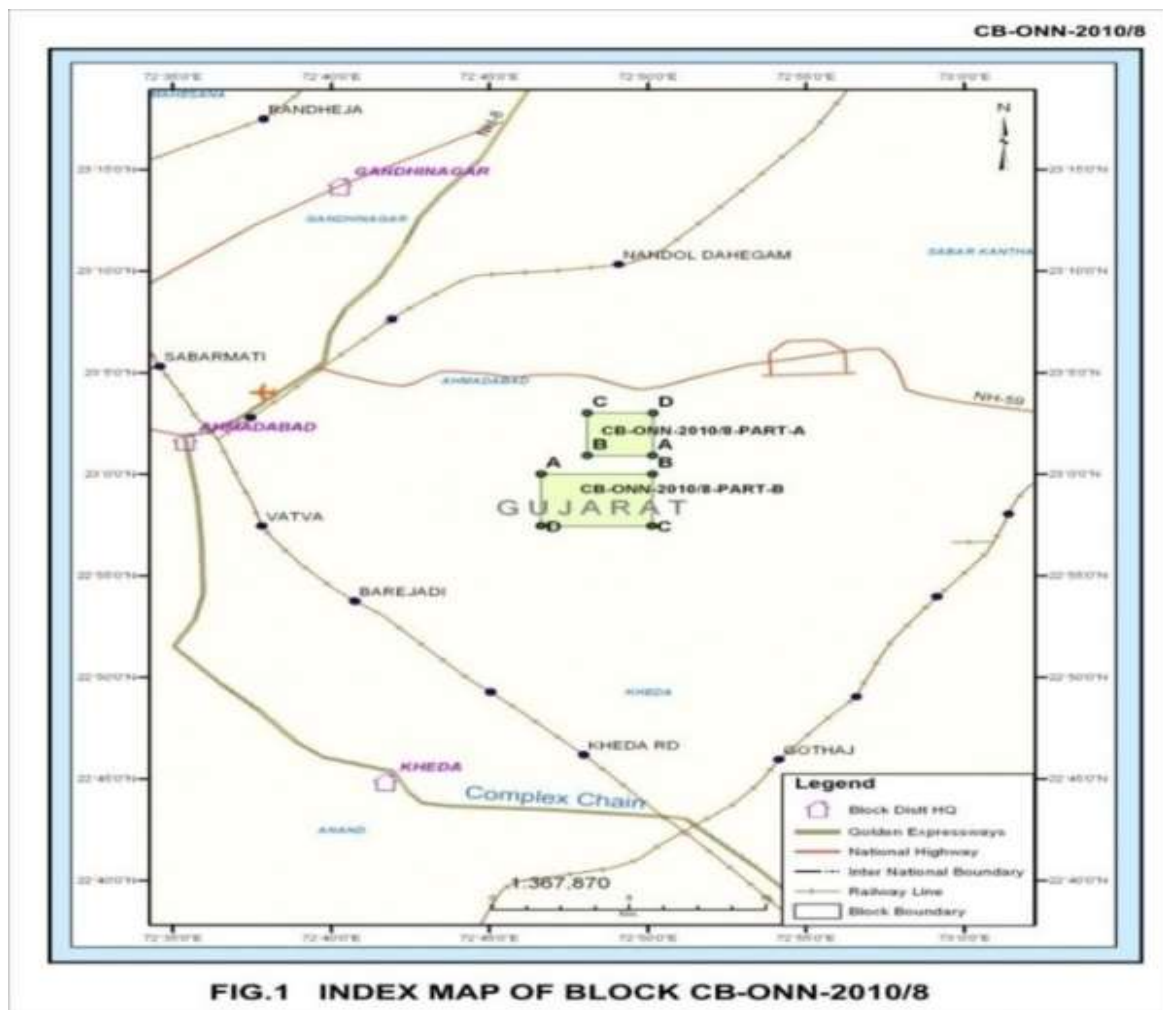
BPRL has drilled 6 wells & tested 5 wells in the Block CB-ONN-2010/8. Further BPRL plans to carry out workover operations, development well drilling, testing & completion activities in the Block CB-ONN-2010/8. For Block CB-ONHP-2017/9, BPRL plans to drill up to 3 exploratory wells. The wells are planned as vertical/directional/horizontal exploration & developmental wells and to be drilled a total depth of approximately 2000 m each.

BPRL's immediate plan is hiring of technical manpower required for "Primary Term" comprising of 3 wells for work over operation of PA#01, PA#02, abandonment of Demaliya (DE#01) wells and drilling of 3 wells (1 development well & 2 exploratory wells) with a provision for "Extended Term" for drilling/ testing of 2 wells under contingent category, which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. Work over & abandonment of well operations shall be carried out in Block CB-ONN-2010/8 in continuation and is expected to be carried out in Q4 of 2019. 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. After completion of workover operations in Wells PA#01, PA#02 & DE#01, interim gap is expected before start of drilling operations for 3 Wells (1 development well & 2 exploratory wells).

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 and Monnet Ispat and Energy 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 km<sup>2</sup> comprising of two parts namely 'Part A', Area: 14 km<sup>2</sup> and 'Part B', Area: 28 km<sup>2</sup>

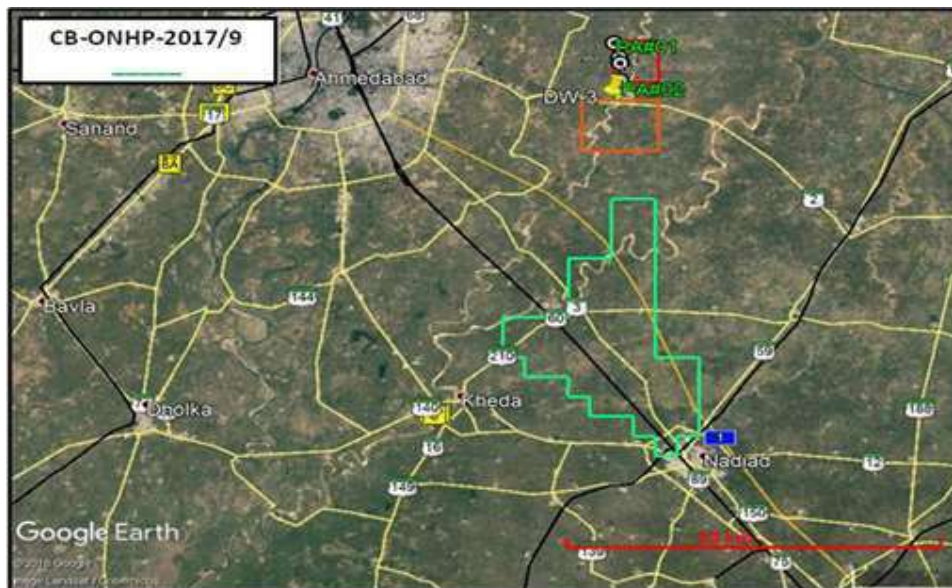


The block CB-ONN-2010/8 is located to the South-South East of Gandhinagar city and approximately 35kms far from Ahmedabad city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8, 59, NH 47, NH 48 & NE 1 passes in the vicinity of the block. The nearest 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 Sedhi river flows through the block.

Western boundary of the block CB-ONHP-2017/9 is nearly 60 km away from the city of Ahmedabad, 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:

### a) Existing wells (PA#1, PA#2 & Demaliya#1)

Hole Size	Casing/ Liner Size	Depth, M BRT (Tentative Depth)Range	Proposed Mud system	Mud Weight, ppg
17.1/2"	13.3/8", 54.5 ppf, K-55	0-545	PHB	8.8 -9.0
12.1/4"	9.5/8", 47ppf, N-80	0-1770	KCL- Polymer/ PHPA	9.0-11.8
	9.5/8", 40 ppf, K-55	0-1180		9.0-11.8



8.1/2"	5-1/2", 17 ppf, N-80	1697-2070	KCL- Polymer/ PHPA	11.8 -11.9
		0-2070		11.8 -11.9

b) WELL CASING DATA (Proposed to be drilled)

S. No.	Block	No of Well	Target Depth (M)	Tentative Casing policy
1	CB-ONHP-2017/9	1	1800M	1. 16"/18-5/8" : 10 M false conductor 2. 9 5/8" : 700 M 3. 7" : 1600 M 4. 6" Hole : 300 M (uncased)
2	CB-ONHP-2017/9	1	1800M	1. 16"/18-5/8" : 10 M false conductor 2. 9 5/8" : 700 M 3. 7" : 1500 M 4. 6" Hole : 300 M (uncased)
2	CB-ONN-2010/8	1	1250M TVD 1486 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 1/2" Slotted liner) (overlap 50 M)

The general well data for planning purposes are given below:



Temperature gradient	: Consider 3.6°C per 100m
Max surface temperature	: 45° C
Pore Pressure	: HydrostaticPressure+20% max
H2S	: Nil
CO2	: Nil

### 3. BACKGROUND:

BPRL has oil and gas field in the area near Ahmedabad – Gandhinagar districts in Gujarat. It has already drilled two wells where production testing is planned. In addition one more well is to be permanently plugged & abandoned. Further, it is also proposed to drill another 3 development/ exploratory wells in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks.

Both block areas are well connected by all-weather roads. The block/oil field is located to the South-South East of Gandhinagar city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No.8 & 59 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad situated in the proximity of the block. The towns Ahmedabad, Sabarmati, Gandhigram, Vatva and Nandol Dahegam lie in the vicinity of the block/oil field and are interconnected by railways.

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

### 4. SCOPE OF WORK (SOW):

#### 4.1 General

CONTRACTOR shall provide skilled manpower for well site for Technical supervision as per the Scope of Work mentioned below in connection with upcoming BPRL's on-land exploration Drilling/ Production testing/workover operations in the blocks CB-ONN-2010/8 & CB-ONHP-2017/9, Cambay Basin, Gujarat, India in the districts of Ahmadabad, Gandhinagar and Kheda.

BPRL intends to carry out testing/workover/abandonment/drilling operations upto six (6) wells in this block under "Primary Term". Two wells are already drilled and are





temporarily plugged and abandoned. Work over operation is proposed in these two (2) wells. Additionally one (1) more well need to be permanently plugged & abandoned. In future it is also proposed to drill and test upto three (3) wells to ascertain the flow potential.

Further, provision in the contract will made to drill/ test upto two (2) optional wells under “Extended Term” at the same rate, terms & condition of the contract.

All the works are to be conducted as per the international practice and standards.

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

CONTRACTOR shall provide skilled manpower for well site supervision and services as per requirement of BPRL during Drilling/ Production testing operations. Following are the list of personnel/designation/qualification/experience criteria of manpower sought for providing supervisory services for BPRL’s upcoming Workover/Drilling/ Production testing operations. Required well designs and related documents will be provided by company and the contractor shall supervise the Workover/Drilling/ production testing operation in consultation with BPRL for each well, at site as per international standards and suggesting remedial action, if required in consultation with BPRL team.

#### 4.3 Personnel

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

Sr. No.	Description	Responsibilities
1.	<p><b>Day Drilling Supervisor (DSV)</b> <b>– (1 person on 21 days rotation basis)</b></p> <p>1. He should be an Engineering Graduate with minimum 10 years of experience or Diploma Holder with 15 years of experience in position of Tool Pusher/Company man &amp; working knowledge of Drilling Supervisory role.</p>	<p>1. Provide continuous 24 hours supervision for all the operations at the well site to ensure quality, HSE and timely completion of all well operations.</p> <p>2. Supervise and ensure that all well operations are carried as per approved programme and inform BPRL representative if any deviation is observed. Directing Tool Pusher and Night Drilling Supervisor of the rig to execute the drilling work as per the plan.</p>



Sr. No.	Description	Responsibilities
	<ol style="list-style-type: none"><li>2. Should be fluent in English and must have valid IWCF L4 certification. Should have sufficient experience in handling drilling complications, well control, cementation and well testing operation.</li><li>3. Experience in operating TDS/Rotary drilling systems.</li><li>4. Knowledge of HSE Standards, First Aid &amp; Fire fighting practices.</li></ol>	<ol style="list-style-type: none"><li>3. Responsible for supervising implementation of all safety standards at well site. Implement/Ensure &amp; maintain records of regular drills as per DGMS/OISD guidelines related to well control. Proper safety procedures are implemented and maintain the records.</li><li>4. Responsible to ensure availability of all well Equipment, Well Materials, and Well Consumables, but not limited to the above, so that the well operations does not suffer.</li><li>5. To suggest company representative on issues related to day to day well operations based on the approved drilling program and amendments as required</li><li>6. Responsible for implementation of Emergency Response Plan as per bridging documents.</li><li>7. Ensure all pre-operational tests/checks, etc. on tools/equipments (if any) are carried out prior to running in hole and after pull-out-of-hole. Ensure that correct BHA's are run in as per well programme.</li><li>8. Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program.</li><li>9. Responsible to supervise and advice BPRL for implementation of all required drills (H2S, BOP, Fire etc.) at the well-site.</li><li>10. Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program/practices.</li><li>11. Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.</li><li>12. Perform independently all cementing</li></ol>



Sr. No.	Description	Responsibilities
		<p>calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.</p> <p>13. Generate the following daily reports in formats as approved by BPRL. Daily Drilling Report in IADC format;</p> <p>14. Daily consumption report of all Consumables, Material reconciliation reports. A daily cost report to be included in the daily drilling report during drilling operations.</p> <p>15. On completion of operations, post drilling, testing &amp; workover operation, close out reports shall be submitted.</p> <p>16. Monitor well performance as detailed in Scope of Work (SOW).</p> <p>17. Responsible for day to day Liaisoning with BPRL.</p> <p>18. Responsible for co-ordination with all service providers at site and with BPRL.</p>
2.	<p><b>Night Drilling Supervisor (NDSV) - (1 person on 21 days rotation basis)</b></p> <p>1. Engineering Graduate with minimum of 5 years' experience or Engineering diploma with minimum of 10 years of experience/Science graduate with minimum 6 years of experience in position of Tool Pusher/Night Drilling Supervisor.</p> <p>2. Should be fluent in English and must have valid IWCF L4 certification. Should have</p>	<p>1. Monitor drilling activities progress as per the plan. Issue service tickets for night to service providers.</p> <p>2. Responsible for implementing and maintaining HSE standards and regular safety drills as per guidelines related to well control.</p> <p>3. Ensure proper safety procedures as per DGMS/OISD guidelines are implemented and maintained. Intervene and instruct suitable person in case of operational as well as administrative emergency.</p> <p>4. Supervise and ensure that all well operations are carried as per the drilling programme and inform BPRL representative if any deviation is observed.</p>



Sr. No.	Description	Responsibilities
	<p>sufficient experience in handling drilling complications, well control, cementation and well testing</p> <p>3. Experience in operating TDS/Rotary drilling systems.</p> <p>4. Knowledge of HSE Standards, First Aid &amp; Fire fighting practices.</p>	<p>5. On completion of operations, post drilling, testing &amp; workover operation, close out reports shall be submitted.</p> <p>6. Monitor well performance as detailed in Scope of Work (SOW).</p> <p>7. Responsible for day to day liasioning with BPRL.</p> <p>8. Responsible for co-ordination with all service providers at site and with BPRL.</p>
3.	<p><b>Well Site Geologist – (1 person on 21 days rotation basis on call out basis)</b></p> <p>1. M. Sc. In Geology with minimum 8 years of post-qualification experience in positions of well-site geologist for monitoring of exploratory/development drilling wells</p> <p>2. The person should have in depth understanding of well site geological operations</p> <p>3. The person should be medically fit to work at well site. Skills in English language are essential.</p>	<p>1. Responsible for supervising Mud Logging Operations. The well-site geologist shall guide and advise the mud logging engineers for obtaining all the desired data, samples and reports required as per plan.</p> <p>2. Responsible for supervising well logging operations, VSP operations at site.</p> <p>3. During actual drilling operation, shall utilize the all the available information / resources at site for formation evaluation and prospective zone analysis.</p> <p>4. Responsible to guide the drilling professional for selection of casing setting depth and termination of well at TD in consultation with operational geologist / Head Office In-charge G &amp; G.</p> <p>5. Shall prepare Daily Geological Report and Mud Log. Report from time to time to BPRL representative at office &amp; site.</p>
4.	<p><b>Mud Engineer - (1 person on 21 days on Call out basis)</b></p> <p>Should be M.Sc. in Chemistry/graduate in Chemical engineering with at least 8 years of oilfield experience as mud</p>	<p>1. Should be fluent in English and must have sufficient experience in handling drilling complications, well control, cementation and well testing operation.</p> <p>2. Execution of mud programme provided by BPRL for exploratory/development drilling and responsible for onsite monitoring of drilling fluid parameters, prepare</p>



Sr. No.	Description	Responsibilities
	chemist/mud engineer or graduate in chemistry/diploma in chemical engineering with at least 10 years oil field experience as mud Chemist/mud engineer.	appropriate solution for particular hole condition/problem. 3. Maintain the drilling fluid programme approved by BPRL and take appropriate field measures as and when required as per hole condition. 4. Monitoring and control of drilling fluid cost & suggestion for improvement of mud properties at optimum cost in consultation with BPRL/drilling fluid service provider. 5. Inventory management & control of mud chemicals.
5.	<b>HSE Engineer - (1 person on 21 days rotation)</b> The person should be Science/Engineering graduate & Diploma in safety with five (05) years of experience or Diploma in engineering & diploma in safety with eight (08) years of experience in HSE related activities in Upstream oil and gas industry.	1. Assist BPRL team in obtaining environment related clearances / approvals for the project, such as Consents from Pollution Control Board, Ground water clearances etc., 2. Reviewing the bridging document of HSE plan between BPRL and all service Contractors. Advising any necessary corrective procedures in HSE plan as per BPRL's Disaster Management Plan (DMP), Environment Management Plan (EMP) & Risk Management Plan (RMP). 3. Ensuring adherence of HSE policy during rig building, dig down & ILM operation. Advising other Contractors to take corrective measures according to laid down guidelines of HSE Plan at drill site. 4. Ensuring that all safety precautions have been taken before spudding as per relevant guidelines. Ensure practice of using work permit system at drill site. 5. Ensure all safety measures HSE tools are in place all the time. 6. Co-ordinate any environmental & safety regulatory representative's visits on-site. 7. Supervise physical monitoring of ambient



Sr. No.	Description	Responsibilities
		<p>environment in and around the drilling locations.</p> <ol style="list-style-type: none"><li>8. Prepare environmental &amp; safety compliance reports as per standards oil field practices and put together regular internal reports.</li><li>9. Preparation of weekly/fortnightly safety reports as per OMR/OISD/BPRL.</li><li>10. Preparation of all reports on daily basis as per DGMS formats.</li><li>11. Impart training to the various contract labours and prepare safety training reports.</li><li>12. Conduct safety talk and also conduct safety briefing as and when required.</li><li>13. Perform all necessary safety audits, report findings &amp; take necessary action to rectify the same.</li><li>14. Encourage safety culture at site by promoting hazard identification across all levels of personnel.</li><li>15. Report any incidents/accidents, safety related issue, safety drills along with supporting documents from time to time to BPRL representative at site &amp; office.</li></ol>
6.	<p><b>Logistics and Material Supervisor – (1 person on monthly basis)</b></p> <p>Science graduate or Engineering Diploma and should have minimum 5 years of working experience in the material/inventory management in E&amp;P industry. The person should have knowledge in inventory management of drilling</p>	<ol style="list-style-type: none"><li>1. Responsible for the warehouse inventory and the transport movement from warehouse/ base to rig location and vice versa according to call out list by the Drilling Supervisor/company man.</li><li>2. Ensure all materials movement in order to minimize costs and reduce unnecessary costs due to poor logistic planning. Prepare necessary documents for transport of goods in line with the statutory requirements.</li><li>3. He will be based at BPRL's warehouse/base location at Vadodara in Gujarat.</li></ol>



Sr. No.	Description	Responsibilities
	<p>operations. The person should have knowledge of relevant HSE standards. Person should have undergone First Aid Training, Fire fighting Training.</p>	<ol style="list-style-type: none"> <li>4. He may have to visit drill site recurrently for reconciliation and checking of material consumption.</li> <li>5. He should make daily BPRL's material consumption report and prepare monthly material consumption report in appropriate format; and send both the reports to BPRL office, Mumbai.</li> <li>6. Submission of inventory records, GRV, SIV, etc. to BPRL duly signed by Drilling supervisor/company man &amp; BPRL.</li> <li>7. Proficiency in local language is preferable.</li> </ol>
7.	<p><b>Civil Engineer - (1 person on monthly basis)</b></p> <p>Engineering graduate with 7 years of experience or Diploma holder with 10 years of working experience in the drill site preparation of civil works. The person should have knowledge of relevant HSE standards.</p>	<ol style="list-style-type: none"> <li>1. Review/Preparation of technical specifications of civil works for drill site preparation/site restoration in consultation with company.</li> <li>2. Assist in preparing drill site lay out and the foundation design based on drilling rig's footprint in consultation with company</li> <li>3. Prepare the cost estimates, monitoring &amp; control for drill site restoration/preparation</li> <li>4. Supervision, planning &amp; monitoring, control the work progress and certification of measurements &amp; bills etc. as per company's procedure/specification, processing of extra/ additional items, reply to any query etc. for drill site preparation/restoration works. Prepare post drilling site restoration plan as per industry standards.</li> <li>5. Supervision and monitoring of drill site restoration civil work.</li> <li>6. Preparation of DPR/weekly/Monthly reports.</li> <li>7. Proficiency in local language is preferable.</li> </ol>
8.	<p><b>Well Testing Engineer - (1 person during testing -21 days)</b></p>	<ol style="list-style-type: none"> <li>1. Ensure Well Completions &amp; Testing operations are conducted as per approved</li> </ol>



Sr. No.	Description	Responsibilities
	<p><b>rotation-Call out)</b></p> <p>Engineering Graduate with minimum 12 years or diploma holder with 15 years' experience in exploration well testing and completion. Should have expertise in open hole and cased hole DST, conventional well testing, perforation etc. Should have exposure of exploratory well test design/planning &amp; execution. Person should have undergone First Aid Training, Fire fighting Training and knowledge of HSE standards.</p>	<p>well test program for each well/zone.</p> <ol style="list-style-type: none"><li>2. Provide continuous 24 hours supervision for all the operations at the well site during well completion &amp; testing stages, including HF job, if required to ensure quality, safety and timely completion of well testing operations.</li><li>3. Responsible for checking on site / at service company warehouse, Well Completion Equipment, Perforating Systems, Surface Testing Equipment, DST tools and Materials before use / Run in Hole.</li><li>4. Ensure all tests on completion equipment and testing tools are carried out as per testing program prior to running in hole and properly checked upon pull-out-of hole.</li><li>5. Responsible to implement/witness all pressure tests for testing /completion equipment related to well completion &amp; testing as per the testing program.</li><li>6. Supervise Packer setting and other well completions running operations and ensure they are executed as per the testing program.</li><li>7. Supervise well test flow / shut-in operations to ensure sequence and durations are followed as per testing program and real-time modification as approved</li><li>8. Coordinate with Operator's on-site Geologist and Production/Reservoir Engineer for all well completion &amp; testing operations.</li><li>9. Assist Drilling Supervisors during well killing and well control situations if any. Ensure surface testing set-up (choke</li></ol>





Sr. No.	Description	Responsibilities
		manifold / flow lines / separators etc.) are properly / safely configured for high pressure flow and accurate measurement of rates / pressures / temperatures. 10. Supervise and ensure safe operations during all times.
9.	<b>Petrophysicist - (1 person on call out basis)</b>  Post Graduate Degree in Geophysics or Physics with Electronics or M. Tech (Geophysics). Candidates with minimum 10 years of experience in petro physical interpretation, Operations and log data processing and analysis	<ol style="list-style-type: none"><li>1. Provide operational petrophysical support during well operations.</li><li>2. Plan logging program for operated wells and liaise with logging contractors for detailed operation planning, tool selection and quality/cost control and logistics.</li><li>3. Identification and suggestion of the intervals for MDT, DST and testing based on the log interpretation in consultation with BPRL office.</li><li>4. Petro physical analysis of well logs including calculation and calibration of Vshale, SW, and permeability by using deterministic as well as probabilistic approach.</li><li>5. Generating petro physical report based on the petro physical analysis</li><li>6. Calibration of log interpretation with core data for evaluation of reservoir properties</li><li>7. Carry out quantitative evaluation of hydrocarbon zones, to determine their petro physical parameters: porosity, water saturation, salinity and gross &amp; net pay thickness to integrate results into subsurface studies single or multi-well (field-scale) petro physical evaluations</li><li>8. QC of relevant formation evaluation data e.g. open and cased hole logs, CCA, SCAL, mud logs, pressure data, fluid samples and work closely with Well Engineers and vendor logging companies</li><li>9. Evaluate well results by fully utilising all</li></ol>



Sr. No.	Description	Responsibilities
		the available well data (Logs, Core, RFT Measurements, Lithology Log, image log and Well Tests, etc.) 10. Provide comprehensive formation evaluation programme & recommendation to proposed wells
10.	Demob/Re-mob of DSV (interim/unscheduled)	To be exercised on exceptional cases at the advice of BPRL other than routine/scheduled crew change
11.	Demob/Re-mob of NDSV (Interim/unscheduled)	To be exercised on exceptional cases at the advice of BPRL other than routine/scheduled crew change
12.	Demob/Re-mob of Well site Geologist (Interim/Unscheduled)	To be exercised on exceptional cases at the advice of BPRL other than routine/scheduled crew change
13.	Demob/Re-mob of Mud Engineer (Interim/Unscheduled)	To be exercised on exceptional cases at the advice of BPRL other than routine/scheduled crew change
14.	Demob/Re-mob of HSE (Interim/Unscheduled)	To be exercised on exceptional cases at the advice of BPRL other than routine/scheduled crew change

*Please note the Demob/ Re-mob is only applicable to requests made by BPRL. This clause does not apply in case personnel is required to be replaced under disciplinary reasons, routine/scheduled crew change, demobilization on account of completion of operations, etc.*

- The detailed bio-data along with educational qualification certificates of all the personnel as per the required criteria specified above must be submitted along with the technical bids. The CONTRACTOR must provide 2 sets of CVs for positions on 21 days rotation.
- Mobilization of personnel to be completed within 7 days from issue of mobilization notice.
- Replacement of CONTRACTOR's Personnel – BPRL shall have the right, which shall not be unreasonably exercised, to direct CONTRACTOR in writing to remove and/ or replace any of CONTRACTOR's personnel at the sole expense of CONTRACTOR. BPRL reserves the



right to require the dismissal and replacement of any persons considered, in BPRL's sole reasonable documented opinion, to be unfit to carry out their duties. No cost for replacement of such personnel will be payable by BPRL to CONTRACTOR or its sub-CONTRACTORS in the event such dismissal and replacement is required.

- All expenses towards mobilization/ rotation/demobilization/replacement of man power have to be borne by the Contractor and no separate mob/demob charges will be paid. Replacement of the manpower on the advice of BPRL to be provided by CONTRACTOR within 3-5 days from date of advice letter from BPRL without affecting the regular operations.
- In case of any interim/unscheduled demob/remob (other than regular crew change) on advice of BPRL, BPRL will reimburse the cost demob/re-mob as per the quoted rates. This clause will not be applicable in case of regular/scheduled crew change routine.
- Prior to mobilization, the CONTRACTOR shall finally submit personal details of the persons to be engaged in the project along with their CVs. BPRL reserves the right to scrutiny the proposed candidates through personal/written interview prior to approval of their candidatures against their applied/proposed positions. During the period of contract, the bidder should not change the experts engaged for the project for any reason beyond the reasonable control of the bidder. If the deputed expert is not available then the expert will be replaced by another expert with similar experience/skill set after approval of BPRL without any loss of time and cost. In the event the CONTRACTOR's personnel plans to avail leave, the CONTRACTOR must inform BPRL of the same fifteen (15) days prior along with the detailed CVs of the personnel who will replace the personnel. In such cases all expenses related to replacement including mobilization and demobilization shall be borne by CONTRACTOR.
- CONTRACTOR shall ensure that the personnel provided by CONTRACTOR pursuant to this Contract are physically fit, and experienced & trained in relation to their job duties, safety and environment. Further, said personnel are also required to hold all certification as may be required by all organizations or government entities having legal jurisdiction over the area of operations, and comply as appropriate. The contractor shall not depute any personnel who are barred/blacklisted by any Govt/PSU companies earlier.
- The CONTRACTOR shall be responsible for, and shall provide for all requirements of its personnel and of their sub-personnel, if any, including but not limited to their insurance, housing, medical services, food, transportation, vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India



or outside at no extra charge to BPRL. BPRL will not bear the cost of travelling expenses of CONTRACTOR's personnel during supervision including arriving to/leaving from wellsite. Accommodation and food for field based personnel such as DSV, NDSV, Geologist, Mud Chemist and HSE only will be provided at the rig site.

- As the drill site activities may be carried out simultaneously, rig based personnel may have to supervise activities at more than one rig site (maximum upto two rig sites). In such cases transport arrangement will be provided by BPRL except for civil engineer.
- Schedule of CONTRACTOR's Personnel – CONTRACTOR and BPRL shall agree upon the regular rotation for personnel engaged in the services, as per approved Schedule. The cost of other transportation and associated costs are to the CONTRACTOR's account.
- Discipline-CONTRACTOR shall at all times maintain discipline and good order among its employees and any of its Bidder's employees and will not permit any of them to engage in activities that might be contrary or detrimental to safety, the performance of the services.
- Drugs, Alcohol, Firearms and Contraband Offence- CONTRACTOR shall use best endeavours to ensure that personnel under its control and authority do not, at any time, while travelling on BPRL supplied transportation to or from, or on board the drilling unit partake of, or have in their possession any contraband, firearm, alcohol, drug or other substances other than for bona-fide medical reasons. CONTRACTOR shall use best endeavours to ensure that personnel under its control and authority do not arrive at BPRL's designated site under the influence of such alcohol, drugs or other substances.

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

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

- Supervision and monitoring of drill site restoration/drill site preparation/approach road preparation/Warehouse/drill site accommodation, etc. as per specifications.
- Receipt of all the materials at warehouse/well site and manage all the inventories and co-ordinate with well site for drilling operation requirements.
- Perform pre-spud audit of all civil works requirement at site, all services and ensure their close out for ensuring smooth spud/opening of wells. Such audits will be documented highlighting actionable items.
- Check the daily consumption of materials, carry out and certify various measurements of drilling & testing associates services for certification of bills/ invoices etc.



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

Contractor personnel at site shall assess the logistic requirement of the operation and will co-ordinate for all logistic requirements. The Contractor to assist BPRL for mobilization/demobilization of equipment, material, manpower for ensuring smooth operations at drill site.

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

Contractor personnel shall:

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

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

- Contractor personnel to coordinate all activities at site in coordination with BPRL site representative.
- To be the focal point for all the project participants on site and responsible for coordinating with BPRL representatives.
- Prepare and communicate the daily drilling report (DDR), daily consumption report of all consumables to BPRL



- Conduct daily progress/review meeting at site & report to BPRL for feedback/information.
- Document within 24 hours any incidents or failures.
- Supervise & monitor various third party service providers.

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

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

#### **4.4.4 QHSE:**

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

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



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

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

- End of well reports/ Lesson learnt
- Brief Summary of Operations
- Casing/Tubing tallies
- Lost time analysis
- Explanation, cost reduction recommendations
- Well Complications and equipment failures

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

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

Well testing plan & Drilling plan would be provided by the company (BPRL). However day to day site related materials requirement and consumption reports, inventory reports, HSE records , etc. should be prepared by contractor's personnel at drill site.

- After completion of each report, the Contractor shall submit a draft end of well/ well completions report of the same to COMPANY for review and comments. The Contractor shall submit the final report of the same incorporating Company's comments.
- The Contractor shall submit two (2) hard copies and one soft copy of all the final documents.
- All reports should be made available in English language only with industry standard abbreviations.



**Bill of Quantities**

Sl. No	Cost Element	Unit	Quantum
1	Day Drilling Supervisor (DSV)	Day	280
2	Night Drilling Supervisor (NDSV)	Day	260
3	Well site Geologist (Call out)	Day	160
4	Mud Engineer (Call out)	Day	250
5	HSE Engineer	Month	9
6	Logistics & Material Supervisor	Month	11
7	Civil Engineer	Month	7
8	Well Testing Engineer (Call out)	Day	60
9	Petrophysicist (Call out)	Day	30
10	Demob/Re-mob of DSV (Interim /Unscheduled)	LS	3
11	Demob/Re-mob of NDSV (Interim/unscheduled)	LS	3
12	Demob/ Re-mob of Well site Geologist (Interim/Unscheduled)	LS	3
13	Demob/ Re-mob of Mud Engineer (Interim/Unscheduled)	LS	3
14	Demob/ Re-mob of HSE (Interim/Unscheduled)	LS	3

**Remarks:**

1. Estimated no of days is for evaluation purpose only. Payment will be made on the basis of actual no of days. BPRL reserves the right to increase or decrease the quantity based on actual requirement.
2. BPRL reserves the right for interim demob/re-mob of rig based personnel during idle period to minimise cost exposure of the company.

**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, 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 "Area of Operation of hired equipment / vehicles" means the area / places connected with Drilling Operations of BPRL defined in the 'Scope of Work' or any other place at the sole discretion of the Company, depending upon requirement to meet the objective of the Contract.
- 2.4 "Charges for Equipment" means the Charges for equipment / vehicles per month, with prescribed kilometre run wherever applicable along with the required personnel for operations of equipment / vehicles.



- 2.5 “Company” means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.6 “Company Representative” / “Logistics Supervisor” means the person who is duly nominated by Company to represent it for its dealings with Contractor at Company Supply Base(s) and Drillsite.
- 2.7 “Company Supply Base” means the one or two supply base (s) of BPRL located in Gujarat State, India. One of the Company Supply Base where Company intends to store Tubulars will be located within a distance of around 120 kms from Drilling Location while the other Company Supply Base will be located within a distance of around 35 kms from Drilling Location. The exact location(s) of Company Supply Base shall be notified to the Contractor by Company through the LOA.
- 2.8 “Contract” means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.
- 2.9 “Contractor” means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.10 “Contractor’s Items” / “Contractor’s Equipment” means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under ‘Scope of Work’.
- 2.11 “Contractor Personnel” means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.12 “Contractor’s Representative(s)” means such person(s) who has been duly appointed by Contractor to act on Contractor’s behalf at site and whose appointment has been duly notified in writing to Company.
- 2.13 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at 24:00 Hrs. (IST).
- 2.14 “Demobilisation Notice” means the communication issued by the Company to the Contractor advising the latter to remove its equipment and personnel from Company Supply Base upon completion / termination of the Contract.
- 2.15 “Distance” means the distance by the shortest approachable route unless otherwise specified.



- 2.16 “Drilling Programme/Testing Programme” means the proposed testing and drilling in Blocks CB-ONN-2010/8 & CB-ONHP-2017/9 in the State of Gujarat, India.
- 2.17 “Facility” means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.
- 2.18 “Government” means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.
- 2.19 “Gross Negligence” shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 2.20 “Hour” means an hour of sixty minutes. For the purpose of hire and / or penalty Charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.
- 2.21 “LOA” means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.22 “Mobilization” means taking of all actions / steps by Contractor, including making of all required Contractor’s Equipment and Contractor Personnel, which are specified by Company in its Mobilisation Notice, available at Company Supply Base(s) / Well Site , and be in readiness to commence the Services.
- 2.23 “Mobilization Date” means the date by which the Contractor shall be required to mobilise its required personnel & PPE at Company Supply Base(s) and be in readiness to commence the Services, as shall be mentioned in the Mobilisation Notice.
- 2.24 “Mobilization Notice” means the communication that shall be sent by Company to Contractor subsequent to issue of the LOA, asking it to mobilise the required personnel at Company Supply Base(s) / Well Site within the date specified therein. Contractor shall be required to mobilise all required Contractor Personnel, as may be specified in the Mobilisation Notice, within a period of 7 (seven) Days from the date of issue of Mobilisation Notice by Company.
- 2.25 “Month” means a complete calendar month of the Year.



- 2.26 "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' annexed to the 'Letter of Award of Contract' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.27 "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.
- 2.28 "Third Party" means any party or entity other than Company and Contractor.
- 2.29 "Wellsite/ Drillsite / Rigsite/ Location / Site" means the physical location where an oil or gas well is being drilled / is to be drilled / is intended to be drilled or tested by Owner or the place where the Contractor is directed by the Company to depute / deploy Contractor Personnel and /or Contractor's Equipment.
- 2.30 "Willful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

### 3. SCOPE OF WORK

Contractor shall perform the Services as described herein and specified in the 'Scope of Work' in connection with Company's Drilling/workover/well testing Programme.

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

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

- 4.1 The terms and conditions of the Contract shall come into effect from the date of issue 'Letter of Award of Contract' ("LOA") by Company. Such date of issue of the LOA shall be the 'Effective Date' of the Contract.
- 4.2 "Commencement Date" of the Contract shall be the date & time when the Contractor completes Mobilization at Company Supply Base(s), pursuant to issue of Mobilisation Notice, in accordance with Clause 5 below.
- 4.3 The Contract shall be valid initially for a period of 18 months from the date of LOA. The Company shall, at its option, have the right to extend the term of the Contract for a period of up to 6 months with the same rates, terms and



conditions by giving Contractor a written notice at least Seven (7) days prior to completion of the Primary Term of the Contract.

## 5. MOBILIZATION

- 5.1 Completion of Mobilization: Mobilization of personnel shall commence after issue of Mobilization Notice by the Company. Company shall indicate the required Mobilization Date in the Mobilization Notice to be issued by the Company subsequent to the issue of 'Letter of Award of Contract' (LOA). A period of up to 15 Days shall be available to Contractor to complete mobilization from the date of issue of Mobilization Notice by Company.
- 5.2 Mobilization shall be deemed to be complete when the required personnel, along with all required support for continuity of Services, as per details contained in the Mobilization Notice(s), are deployed at the Company Base / Well site and the Contractor is ready to provide the required Services.
- 5.3 If Contractor fails to complete the mobilization process strictly as per Clause above, necessary deduction for delay in Mobilization will be made as per the LD clause.
- 5.4 After completion of workover operations in Wells PA#01, PA#02 & DE#01, interim gap is expected before start of drilling operations for 3 Wells (1 development well & 2 exploratory wells).
- 5.5 Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization strictly in accordance with provisions of Mobilisation Clause and within a period of 7 days after expiry of the Mobilization Period prescribed in Mobilisation Clause.
- 5.6 No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clause above.

## 6. CONTRACTOR PERSONNEL

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

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



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

- 7.1 Company shall arrange for food and accommodation at drill site only. Contractor, at its own cost, shall arrange for transportation for its personnel for rendering the Services.
- 7.2 For Logistics and Materials supervisor no accommodation, food or transportation will be provided at Vadodara, contractor has to provide these facilities at its own cost. However, for visit to drill site for site operational requirement, necessary to & fro transport will be provided by BPRL.
- 7.3 For Civil engineer no food, accommodation & transportation will be provided by BPRL. Contractor, at its own cost, shall arrange for food, accommodation and transportation for Civil Engineer

## **8. LIQUIDATED DAMAGES**

- 8.1 In the event Contractor fails to Mobilization manpower strictly in accordance with tender terms and conditions, then Liquidated Damages @ 1% of Contract Value for every week of delay or part thereof up to a maximum of 5% of Contract Value will be deducted from the Invoice(s) value.
- 8.2 The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.
- 8.3 All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.
- 8.4 Provisional Liquidated Damages (based on contract value) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion.

## **9. PERMITS & LICENCES**

- 9.1 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.

## 9.2 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.

## 9.3 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.

## 10. FORCE MAJEURE

- 10.1 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.



- 10.2 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.

## 11. COMPENSATION FOR CONTRACTOR

### 11.1 Rates

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

## 12. TERMINATION OF CONTRACT

- 12.1 **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.
- 12.2 **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:
- a) If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.
  - b) If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.





- c) If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3 (three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.
- d) If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- e) If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- f) If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.
- g) In case Contractor does not provide another vehicle of similar specifications within 3 (three) Days from the date of accident.
- h) In case Services hired remain absent from duty 'continuously for five [05] Days' at a stretch or for 'ten [10] cumulative Days' in a period of 'one [01] year'.

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

- 12.3 **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure as set above in Clause.
- 12.4 **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.



### 13. LIABILITY

#### a. 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, gets lost in a well, Company may, at its sole discretion, decide to fish out such equipment. If Company does not pursue or discontinues fishing operations to fish out Contractor's Equipment, provisions of **Clause (iii)** below shall apply.
- iii. Subject to **Clause (vi)** 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 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.
- 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.



- vi. Whenever the Contractor makes any claim pursuant to the provisions under **Clause (iii)** 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.
- vii. In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement/ repair shall be treated as fresh cases under the Contract. Mobilization period and payment of charges towards Mobilization shall be governed accordingly except under events of Wilful Misconduct on the part of the Contractor.
- viii. It is understood that pending receipt of claim supported by the required documents/information mentioned above, no payment shall be due to the Contractor on this account. In the event that Contractor's Equipment or property is lost, undisputed portion of such loss shall be reimbursed by Company within one (1) Month from the date of submission of details of the claim by Contractor.
- ix. 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.
- x. If any of Contractor's Equipment is lost in hole after completion of Mobilization and before issue of Demobilization Notice, Contractor shall provide replacement thereof within a maximum period of 15 (fifteen) Days from the date of loss/ damage thereof.

b. Liability for Well or Reservoir



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

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

c. Pollution Or Contamination

- 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 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 (c.i)** above

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

- 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.

#### 14. INDEMNITY

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

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

## 15. LIMITATION OF LIABILITY

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



## 16. INSURANCE

16.1 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'.

### 16.2 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."

### 16.3 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.

### 16.4 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.

### 16.5 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.

## 17. GST CLAUSE

The Government of India has 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.

### 17.1 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.

### 17.2 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.

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.

## 18. PAYMENT & INVOICING

18.1 Contractor shall submit invoices duly certified by designated officers of BPRL in respect of the Service rendered by it in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by Engineer-in-Charge or his authorized representative. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.

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





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

18.4 **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

## 19. CONSEQUENTIAL LOSS

- 19.1 The expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit.
- 19.2 Notwithstanding any provisions to the contrary contained elsewhere in the Contract and except to the extent of any liquidated or other damages provided for in the Contract, the Company shall save, indemnify, defend and hold harmless the Contractor from Company's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company from Contractor's own Consequential Loss.

## 20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 Contractor shall assign neither the Contract nor any part of it nor any benefit or interest in or under it without the prior approval by Company, which shall not be unreasonably withheld or delayed. However such consent to assign or sub - contract shall not relieve Contractor of any liability or obligation under the Contract.
- 20.2 Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it to any Co-Venturer or Affiliate of the Company. Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.



## 21. 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.

## 22. GENERAL LEGAL PROVISIONS

22.1 **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.

22.2 **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.

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

22.4 **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.

22.5 **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.

### 22.6 Headings

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

### 22.7 NOTICES

All notices under this Contract shall be in writing and shall be served to the respective address set out below. Either Party may from time to time change



its address and/or fax number for service herein by giving written notice to the other Party.

22.8 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

### 23. 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:

- i. is, at the time of disclosure, known to the public;
- ii. lawfully becomes at a later date known to the public through no fault of Recipient;
- iii. is lawfully possessed by Recipient before receipt thereof from party disclosing the same (“Disclosing Party”);
- iv. is disclosed to Recipient in good faith by a third party who has an independent right to such information;
- v. is developed by Recipient independently of the information disclosed by the Disclosing Party; or



- vi. Recipient is required to produce by an order of the court.

**24. 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).

**25. 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.

**26. 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.

**27. PRICE EVALUATION CRITERIA**

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



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

28. 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.

29. **CURRENCY OF QUOTE**

INR only.

30. **EARNEST MONEY DEPOSIT**

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank for Net amount of **Rs. 1,00,000** in favour of **M/s Bharat PetroResources Limited** payable at MUMBAI.

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

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

Cheques, cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid form



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

**Micro and Small Enterprises** registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of: i) Vendors withdraw or alter their bid during the bid validity period ii) Non-acceptance of LOI/order, if and when placed. iii) Non-payment of Performance Security Deposit amount within the stipulated period of 15 days from date of LOI/Mobilization Notice whichever is later. iv) Submission of forgery documents etc. as per tender conditions. EMD will be returned to unsuccessful bidder after award of the contract. EMD of the successful bidder will be released after submission of Performance Security Deposit.

### 32. **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.

### 33. **BID VALIDITY**

Tender submitted by tenderers shall remain valid for acceptance for a period of 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.

**34. 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.

**35. MISCONDUCT / MISBEHAVIOUR OF CONTRACTOR'S PERSONNEL**

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

If and whenever the contractor's employees shall be in the opinion of the Engineer in Charge be guilty of any misconduct or misbehaviour the contractor if so directed by the Engineer in Charge shall at once remove such person / persons from the employment.

**36. CONFLICT OF INTEREST**

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

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

37. 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.

38. 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.





39. 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.
40. 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.
41. **PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT CLAUSE**

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

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

- 41.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 41.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.
- 41.6. 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.
- 41.7. 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.
- 41.8. 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.

- 41.9. 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.
- 41.10. 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.
- 41.11. **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.

### 41.12. 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.

- 41.13. **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

42. 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.
43. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.
44. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.
45. 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,**

12<sup>th</sup> 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)
<b>We meet the Minimum Local Content Requirement as specified in Tender document.</b>	

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,**

12<sup>th</sup> 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,**

12<sup>th</sup> 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 9<sup>th</sup> Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai-400005 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND \_\_\_\_\_ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of \_\_\_\_\_ a Company's Registered in \_\_\_\_\_ under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

### WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

### ARTICLE - 1

#### CONTRACT DOCUMENTS

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

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

### ARTICLE - 2

#### WORK TO BE PERFORMED

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



### **ARTICLE - 3**

#### **COMPENSATION**

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

### **ARTICLE - 4**

#### **JURISDICTION**

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

### **ARTICLE - 5**

#### **ENTIRE CONTRACT**

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

### **ARTICLE - 6**

#### **NOTICES**

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

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



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

**ARTICLE-7**

**WAIVER**

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

**ARTICLE-8**

**NON-ASSIGNABILITY**

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of

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,**

12<sup>th</sup> 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,**

12<sup>th</sup> 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*