



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



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Hiring of Services for Processing of 3D Seismic data of 174 SKM of block CB-ONHP-2017/09

Tender No : 1000321322

e-Tender Id : 51420

GLOBAL OPEN TENDER



PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject : Hiring of Services for Processing of 3D Seismic data of 174 SKM of block CB-ONHP-2017/09.

You are invited to submit your offer as E-bid in two-part (Bid Qualification cum techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

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

a. Instructions to Bidders	-Part 1
b. General Instructions for e-Tendering	-Part 2
c. Bid Qualification Criteria	-Part 3
d. General Conditions of Contract & Policy for Holiday Listing	-Part 4
e. Scope of Work	-Part 5
f. Special Conditions of Contract	-Part 6
g. Standard Formats/Annexures	-Part 7
h. 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 our 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.
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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-4 (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 03/01/2019 @ 1400 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 **02/01/2019 @ 14:00** hrs (IST) through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

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

13. Interested bidders, who are participating in the tender, are welcome to witness the techno-commercial opening of the bids at our office on bid opening date/time.
14. BPRL reserves the right to seek clarification / ask for additional documents/ verification of original documents from vendors and verify the credentials of the vendors with clients, if required.
15. For any clarification on e-tendering / training / uploading of document on e--procurement site, please contact our service provider M/s ETL on below numbers.

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

E-mail: satyanarayan@abcprocure.com; support@bpclproc.in



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

Name	<u>RAKESH UJJAWAL</u>	<u>RAVI KUMAR BURA</u>
Contact No	+91-22-22175665, +919929095701	+91-22-22175672, +919892269446
Email Id	<u>rakesh.ujjawal@bharatpetroresources.in</u>	<u>ravikumar.b@bharatpetroresources.in</u>
Office Address	12 th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-05. 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 S.S.N. Moorthy, Address : GFQ, 1st Floor, B Block, Summit Apts. Mettupalayam Road, Coimbtore – 641 043, Mobile: 09500998610, Email: ssnm1950 @yahoo.com.
- Shri Shantanu Consul, No-9 MCHS (IAS Officers Colony), Address: 16th Main, 5th C Cross, BTM 2nd stage, Bangalore-560076, Mobile: 09740069318, Email: shantanu.consul @gmail.com.
- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323, Email : vikramsrivastava1973 @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://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in> .
2. For registration on the e-tender site <https://bpacleproc.in> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform rakesh.ujjawal@bharatpetroresources.in for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

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

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



6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - I. Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
 - II. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - III. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - IV. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - VII. No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time.



Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.

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

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

For system related issues:

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

E-mail: satyanarayan@abcprocure.com ; support@bpclproc.in

End of Part -2



PART-3 **Bid Qualification Criteria**

1. BID QUALIFICATION CRITERIA

The bid shall conform generally to the specifications and terms and conditions given in this Bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.1. TECHNICAL

A. The bidder must have executed and successfully completed “Pre-stack Merging and subsequent PSTM and PSDM Processing” of land 3D seismic dataset of work value as specified below in the last seven (07) years using industry standard advanced processing software packages.

i. One completed work costing not less than the amount equal to USD 276,000 (equivalent to INR 1,95,30,000 inclusive of taxes).

OR

ii. Two completed works costing not less than the amount equal to USD 172,500 (equivalent to INR 1,22,06,000 inclusive of taxes).

OR

iii. Three completed works costing not less than the amount equal to USD 138,000 (equivalent to INR 97,65,000 inclusive of taxes).

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 performance guarantee to guarantee the performance of the contract by the bidder in their letter head till the completion of the job in all respects by authorized person of the company.

B. The Bidder must have the experience of carrying out one project of “Diffraction Imaging” of onland/offshore 3D seismic dataset using industry standard advanced processing software.



C. Documents Required

- i. In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate (clearly indicating value of executed work) etc. to prove technical criteria duly certified/attested by Chartered Engineer and Notary Public with legible stamp.

Domestic bidders shall submit all documents to meet technical criteria duly certified/ attested copies by Chartered Engineer and Notary Public with legal stamp.

OR

Bidder shall submit documents duly notarized by any Notary Public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ high Commission in Bidder's country.

OR

Self-certified documents in original form any one out of CEO or CFO or Company Secretary of the bidder (Limited Company Only) along with Self-Certification as per Annexure-G (Part-7).

- ii. In case of foreign bidder, 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 along with the copy of original version with the unpriced bid. This requirement of certification of English translation by Local Chamber of Commerce is additional requirement to the requirement of BQC.

1.2. FINANCIAL

- A. The bidder should have achieved a minimum average annual financial turnover of USD 103,500/-(INR 73,23,700/-) as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years.
- B. The vendor's net worth should be positive as per the audited balance sheet of the latest accounting financial year or the latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

C. Documents Required

- i. Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.18 or 31.12.17 as applicable should be submitted along with the technical bid. However, if audited financial statement of the bidder is not yet ready for the year ending Dec 17/Mar 18, bidder may submit latest available audited balance sheets, profit and loss



account along with auditor's report of immediate three preceding financial accounting years (Financial report not prior to Dec14/Mar15).

OR

In case, in the Bidder's country audit is not a statutory requirement, Bidder can submit certified copies of financial statements. In addition to financial documents mentioned in BQC, bidder to submit a copy of certificate duly certified by a "Chartered Accountant/ Certified Public Accountant or equivalent" showing/indicating year wise turnover and net worth figures of above financial documents.

OR

Duly certified by Statutory auditor of the bidder or practicing Chartered Accountant (not being employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory.

OR

Self-certified documents in original form any one out of CFO or CEO or Company Secretary of the bidder (Limited Company Only) along with Self-Certification as per Annexure-G (Part-7).

- ii. In case of foreign bidder, if any 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 along with copy of original version with the unpriced bid. This requirement of certification of English translation by Local Chamber of Commerce is additional to the requirement of BQC.
- iii. In addition to the above mentioned financial documents, bidder to submit a copy of certificate duly certified by a practicing Chartered Accountant showing/indicating year wise turnover and net worth figures of above financial documents.

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 of 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 completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.



1.3. OTHER CRITERIA

- A. 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.
 - B. 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.
 - C. **Documents Required**
 - i. An undertaking in support of not being barred / holiday listed by any of the mentioned Organization on their letter head.
 - ii. An undertaking in support of not under liquidation, court receivership or similar proceedings on the letter head.
2. BPRL reserves the right to call for original documents/certificates from bidders for verification of genuineness of documents submitted as per the BQC/tender terms and conditions.

End of Part -3



Part-5 SCOPE OF WORK

1.0 INTRODUCTION:

1.1 This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Contractor shall satisfy or adhere to in the performance of the work.

2.0 SCOPE OF WORK:

2.1 The Company desires to carry out Pre-stack 3D **data merging and subsequent Pre-stack Time and Depth Processing** of around 174 SQKM of 3D seismic data in areas of Cambay Basin using state-of-the-art software & hardware resources as per the details specified in the subsequent clauses. However, the payment will be made as per actuals for the Pre-stack 3D- data merging and subsequent **Pre-Stack** time and depth processing of 174 SQKM of full-fold 3D seismic data. BPRL expects that the time duration for completion of Pre-stack Merging & subsequent PSTM processing to be **3 (Three) months** and time duration for completion of PSDM processing (after intimation from the company) on Pre-stack Merged and Processed PSTM dataset to be **2 (Two) months. In no case, the total duration for the project (Pre-stack Merging & subsequent PSTM processing and PSDM processing) shall exceed six months from the date of commencement of the Contract.** Since the full fold for the individual 3D surveys under the proposed project are different, therefore for the merged datasets the full fold considered will be 36 fold and above (as one of the individual data sets is having a full fold of 36).

The total volume of 3D data, arrived after creation and regularization of the fold on merged data volume (i.e. 36-fold or above and or otherwise low fold lying within the periphery of the thus arrived 36 fold data) as amenable (as decided in consultation with company representative) to meet the technical objective shall be considered for further processing. The seismic dataset has been acquired by previous operator using recording instrument 408UL and SCORPIAN/IO Systems.

The seismic datasets from three 3D surveys (within the operational areas of Bharat PetroResources Limited in Cambay Basin) to be merged and processed together. The surveys are viz. WON G424 (approx. 106 SQKM), WON G469 (approx. 162 SQKM) and WON G470 & G415 (approx 298 SQKM).

2.2 The Contractor shall with own personnel (list of key personnel to be deployed by contractor as given in **ANNEXURE-I** and equipment carry out entire data processing & merging of the above mentioned 3D data sets.

2.3 The Contractor shall deploy the equipment, computer hardware and software of state-of-the-art technology for performing the services referred to in the contract.



2.4 Pre-stack data conditioning, static correction, phase & frequency matching, merging & processing of 3D seismic dataset shall be carried out at the work place of the contractor. During the course of Seismic data merging & processing a team comprises of Geophysicists and Geologist of the company (BPRL) will be associated during the work.

2.5 The Contractor shall deploy state-of-the-art system and industry standard software packages used globally for Seismic Data Processing including any other software packages/modules that may be required to specifically carry out these jobs.

2.6 The Pre-stack merging and processing of 3D seismic datasets are to be carried out as per the international standards, The Contractor has to quote for Pre-stack Merging & subsequent PSTM & PSDM processing for 174 SQKM of Full fold 3D data sets, and any decrease or increase in the volume of this job would be carried out at the same rate, terms and conditions as stipulated in the contract.

2.7 The contractor in consultation with BPRL may also seek offline support of its expert worldwide to resolve/advise any processing flow and processing issue.

3.0 OBJECTIVES OF THE WORK:

The 3D surveys are located in the prolific hydrocarbon producing areas of Cambay Basin as shown in fig and fig 2. In the block area, oil and gas reservoirs pertain to Oligocene, Miocene and Eocene age. These are at depth ranges of 1000-2500m. The objective of the study is to obtain amplitude preserved AVO friendly imaging of the sub-surface geology while ensuring comparable level of Signal-Noise ratio & reliability and matching in amplitude, phase & frequency including the edges & overlapping portions of the merged 3D volume amenable for interpretation & reservoir characterization in a regional sense both in the Pre-stack Time and Depth domain as applicable.

The merging of the datasets and final deliverables should enable regional level prospect analysis for identifying structural & stratigraphic Prospects viz. fault, fold, pitchouts, sand lenses & facies traps, channel sands /deposits etc. identification of subtle traps hitherto unidentified, reservoir characterization, regional level seismic attribute analysis etc. The same need to be documented with observations and results elucidating the objectives achieved.

The individual surveys are generally characterized by low count of source receiver combination at the edges and the overlapping portion relative to the Full fold areas of the individual 3D Survey. The processing strategy and workflow therefore should be drawn/chalked out in a manner so that the final images of merged seismic dataset provide better identification and delineation of different prospects/reservoirs (both structural & stratigraphic) levels within the merged volumes including the areas that fall within overlap portion & edges of the individual 3D surveys. It is pertinent to note that special emphasis

should be laid during the entire processing work to address the edge & overlap regions of the merged datasets and ensure that the basic geophysical attributes of the datasets are preserved while maximizing the image quality suitable for the objectives mentioned above and referred to in other relevant clauses of the contract.

3.2 The Geological Map of Cambay Basin is given in **Fig. 1**. The survey location map in the area of study for the surveys mentioned above is given in Fig.2.

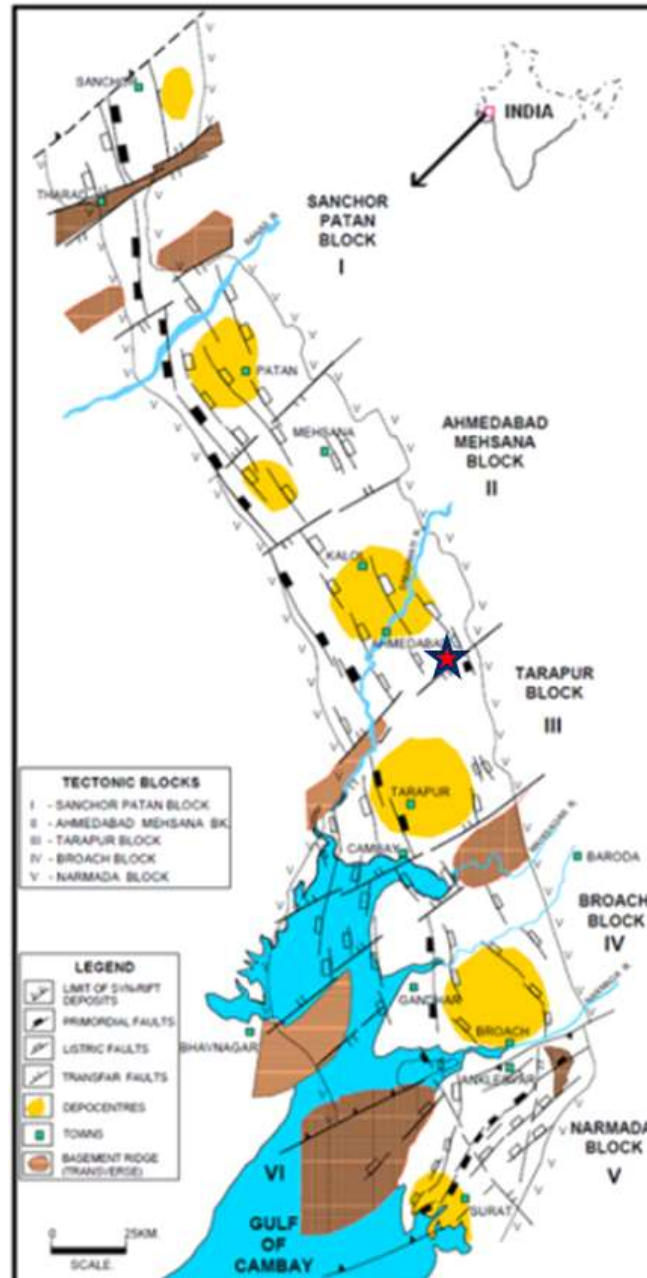


Fig.1: Geological Map of Cambay Basin with approximate location of the block (red star).

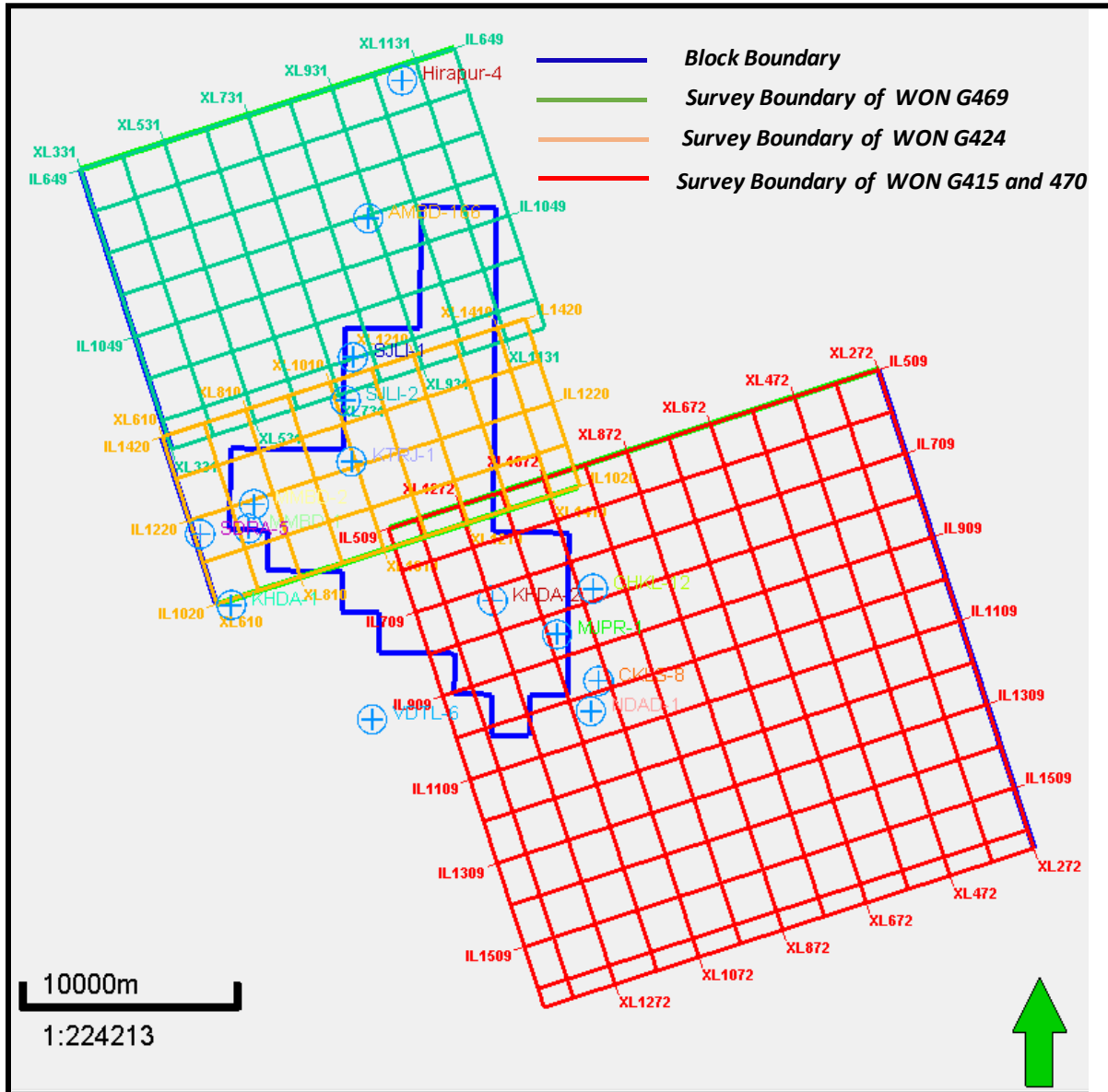


Fig. 2: Survey Location Map

3.3 The 3D-seismic datasets in these surveys have been acquired by deploying recording instrument 408UL and SCORPIAN/IO Systems. The broad acquisition parameters like Bin size, acquisition geometry type, receiver interval, sampling interval, record length, shot interval and energy source are same in these surveys. The other parameters like Full fold,



survey orientation, receiver line interval, cross line interval and aspect ratio etc. are different.

The details of common acquisition parameters of these surveys are given below:

- Bin size : 20m X 20m
- Receiver interval : 40m
- Source Type : Dynamite
- Recording Geometry : Orthogonal
- Sample Interval : 2 ms

Other parameters of the surveys:

WON G424 Survey:

Receiver Line Spacing	: 240m
Source Line Spacing	: 240m
Full Fold	: 36 (6 X 6)
Survey Orientation	: 72° (w.r.t. North)

WON G469 Survey:

Receiver Line Spacing	: 240m
Source Line Spacing	: 240m
Full Fold	: 56 (8 X 7)
Survey Orientation	: 72° (w.r.t. North)

WON G470 and 415*:

Receiver Line Spacing	: 240m
Source Line Spacing	: 240m
Full Fold	: 36 (6 X 6)
Receiver Line Spacing	: 240m
Survey Orientation	: -108° (w.r.t. North)

*Survey Details awaited, and will be provided as and when received.

3.4 The Cambay Basin is a narrow N-S trending rift basin which extends from Sanchor in the North to Surat in the South and is divided into several tectonic blocks separated by prominent transverse faults. The Ahmedabad – Mehsana tectonic block is one of the most prolific producing blocks in the Cambay Basin. It is bounded by the Patan-Unawa / Saraswati cross trends on the north and Vatrak cross trend in the south. The relatively weak S. Kadi - Nandasan cross trend separates the Mehsana area to the north from the Ahmedabad area



4.0 METHOD OF WORK:

4.1 The Contractor shall carry out routine and special processing of the 3D dataset provided under this contract after merging of the data at pre-stack level. The Contractor must use state-of-art seismic data processing infrastructure with industry standard software packages for carrying out full pre-stack merging of 3D seismic datasets of three surveys for processing in Pre-stack time and depth domain.

4.2 The objective of said seismic data merging & processing is to provide geologically conformable Pre-STM & Pre-SDM data volumes of merged 3D survey for delineation of different reservoirs/ prospects (structural & stratigraphic). Primarily, the datasets of the individual surveys are required to be merged in pre-stack domain while giving due emphasis and matching the various attributes that dictate such an exercise viz. amplitude, phase and frequency of the data sets. The resultant single/unified volume should enable better structural / stratigraphic interpretation over the entire volume including the edges and overlap regions compared to the conventional interpretation of individual surveys.

4.3 In addition, one of the main objective of this data processing is to image small scale channel edges, pinch-outs, small scale faults, reflector unconformities, which are generally known as small scattering objects. To achieve these objectives, contractor has to carryout diffraction and specular imaging.

4.4 The consistency of fold in terms of offset and azimuths distribution within a bin for the pre-stack merged dataset is also critical for ensuring most optimum homogeneity of the resulting datasets and imaging the subsurface & subsequent attributes analysis with higher degree of fidelity. Therefore, Fold optimization needs to be carried out and finalized with great caution in consultation with the company representatives. The results of the choice and methodology of the optimal fold selection for the merged surveys need to be documented and presented to the company representatives. Such an exercise should clearly elucidate the advantages of the choice on the final selection and objectives as stipulated under the scope of work. A consistent regularization throughout the merged dataset is expected to help minimize the migration artefacts during subsequent pre-stack time & depth migration and produce the better results.

4.5 The Contractor shall carry out detailed tests of pre-stack merging and processing parameters so that optimum sequence / parameters can be achieved. The tests need to be carried out as per industry standards. The parameter testing & analysis should be comprehensive for entire processing sequence with adequate QC checks documented with readable displays in electronic and paper format. Cross-comparison results of different groups of tests must be carried out, consulted and documented in order to ensure homogeneity of the processed 3D datasets. The test Seismic Data Processing is expected to be completed within 30 days for the dataset under study after successful loading and preliminary QC of the dataset. The results of tests need to be certified by Company representatives in the processing center of the Contractor. The



entire testing exercise for selection of each of the parameter and processing flow must be carried out in consultation with company representative and must be documented and presented in electronics and hard copy form.

4.6 The tentative processing sequence envisaged to merge & process the 3D seismic data is mentioned in the relevant clauses enumerated below. However, the actual sequence will be determined after completion of test processing in consultation, and with the approval of the Company's representatives. It is envisaged that Pre-stack merging & processing of 3D seismic datasets, a specialized work, is the key for attaining the objective of this study. A Few important elements of Seismic Data Processing (inclusive of others not mentioned herewith) in general and Pre-stack merging & Processing of 3D seismic dataset in particular that need to be taken care of for optimal processing and analysis are mentioned as hereunder:

- **Choice of "Base survey"** out of the constituent survey blocks to be merged together is critical pre-requisite for merging the different datasets. Selection criteria may include:
 - Spatial location of the survey in relation to other surveys.
 - Generic Seismic Mappability, S/N ratio.
 - Dominant azimuth of survey for geological target/objectives.
- **Creation of a unified Geometry** which accounts for different coordinate reference system, Bin dimension and grid orientation, offset and azimuths of each and individual 3D Survey with respect to the identified Base Survey is a critical element in realizing the objectives of the Pre-stack Merging & Processing of 3D seismic dataset. During pre-stack merging, the CDP/CMP bins of all 3D surveys are to be reoriented in a same direction and to be made of same size in a way that the merged survey is populated with a good mix of offsets & azimuths amongst others. Therefore the selection of the 3D binning grid is very critical and the same could be chosen as for the Base survey or an average which is the best representation of the merged volume relative to the objectives of the study. For the merged single 3D, this grid is likely to be parallel to the receiver lines of the Base survey and should be positioned in such a way that the cluster of mid points falls coincident with the respective bin centers.

Since each 3D survey was surveyed and acquired separately at different times with ground marking for source & receiver positions carried out based on independent geodetic survey benchmarks, it might have so happened that in overlapping portions of the survey blocks, same geographical positions may not exactly be the same coordinates for different surveys. So, before pre-stack merging, it is desirable to ensure that in overlapping zones of surveys, all the CMP/CDP bin points have same coordinates for different surveys. In this regard, coordinates of all CMP/CDP points of different survey blocks are to be recalculated/ adjusted with respect to base survey block.



- ❑ **Re-organization /Normalization of the dataset** in the Pre-stack stage to account for amplitude, frequency & phase variations etc. is critical element for ensuring data and subsequent image & attribute consistency over the entire volume. There may be some time difference (static shift) of same reflector (seismic event) at the overlapping portions of the surveys. These have to be accounted for suitably, to make the datasets (reflectors) conformable to each other across the surveys. Moreover, the individual 3D surveys are surveyed at different times with different vintage of recording equipments & ground electronics (sensors & accessories etc.). Therefore, there may be variations of amplitudes, frequency and phases among the datasets which need to be suitably accounted by matching in spectral domain amongst others. All these variations among the datasets (of individual surveys) are to be addressed suitably so that the processed data across the entire (merged) survey are consistent and amenable for attribute analysis, stratigraphic and structural interpretation.

- ❑ **Regularization** of the datasets during pre-stack merging in terms of similarity of the seismic events in traces from different source & receiver combination including the structure of the dataset plays an important role in pre-conditioning the dataset under analysis for key processing steps and is generally aimed at improving the velocity analysis, noise attenuation and imaging. Therefore, due care should be taken to regularize the datasets under study for better imaging.

- **Pre-Processing/ processing** of the Reorganized/Normalized datasets for enhancing the overall temporal resolution.

- **Unified static corrections & Velocity analysis** for the merged volume must be carried out with caution to ensure consistency of velocity model, resultant image & attributes over the entire volume. Different schemes of Statics solution need to be computed and the one giving optimal results needs to be applied on the Unified geometry assigned dataset. It must be ensured that the application of statics does not give rise to edge effects and produces a consistent near surface velocity model conforming to the near surface geology across the entire volume. Moreover, merged zones of the datasets should be thoroughly analyzed and quality controlled to avoid any mis-positioning/resulting mis-tie of reflectors in time due to statics applications /velocity analysis.

- **Recovery of low frequency** reflection events and suppression of ground rolls assumes great significance in Land Seismic Data Processing. Therefore, recovery schemes and ground roll suppression techniques (eg. Adaptive Filtering etc.) should be objectively chosen.



- **Separation of Diffractions for High-Resolution Imaging:** The processing is crucial for diffraction imaging as diffraction events are viewed as noise that is suppressed either intentionally or implicitly during processing. Therefore, careful processing need to be performed, where diffracted events are preserved and where the diffraction behavior need to be checked for QC at each step.
- **Preserved Amplitude Processing** is to be carried out in order to meet the exploration & development objectives. Special care must be taken to preserve the amplitudes relations within and among the datasets of the constituent surveys. Surface consistent amplitude compensation scheme must be employed through the choice of appropriate algorithm for Amplitude compensation based on extensive testing.
- **Any variations /anomalies in attributes** (amplitudes, frequencies & phase) and characteristics/appearances of reflectors (horizons) in processed data of the merged survey should be solely related to the characteristics of the subsurface geological features that are being imaged and not to be due to any other factors/artifacts. The processing methodology employed should have these objectives clearly defined on part of the contractor.
- **The processing methodology/workflow** employed should be such that the migrated stack images (including sub stacks) as well as the Pre-stack Time /Pre-stack Depth Migrated gathers are optimal for carrying out stratigraphic / structural interpretation, AVO, Inversion and attribute analysis for reservoir delineation and characterization at various target levels. The work plan should have these objectives clearly defined on part of the contractor.
- **All the processing steps/sequence** have to be critically and objectively intertwined for overall improvements in the final outputs and the same must be reflected at key interim steps and documented to have a better understanding of the efficacy of each process being applied.
- **The processing approach** followed should not affect the basic useful character of the seismic dataset being used for deciphering and delineating the subsurface and must follow international standards

4.7 Tentative Sequence for Processing:

PSTM Processing:

- Loading of all Individual 3D survey datasets
- Examine the coordinate system/co-ordinates of all individual surveys
- Transform survey coordinates of the different 3D data sets to a standardized set of spheroid, datum and projection system as required.



- Geometry Preparation and Seismic / Navigation data merge for individual survey block.
- Instrument Phase Compensation for each survey block. Correction for receiver tilt (if required).
- QC of acquisition geometry, receiver and shot co-ordinates of each survey
- Trace editing for each survey dataset
 - Filtering for data balancing of the acquisition instrument spectrum
 - Discard noise traces
 - Random Noise elimination
 - Reverse polarity correction if any.
 - Despiking
- Identification and detailed analysis of the survey datasets for selection of Base Survey.
- Seismic Geometry Merge /Creation of UnifiedGeometry.
 - Selection of optimum CMP bin dimensions which allow for a more uniform and regular trace distribution for all surveys giving reasonably good fold of coverage.
 - Selection of a 3D CMP Grid, which provides the closest fit for the datasets under analysis.
 - Inspection & Removal of redundant traces if any based on the characteristics exhibited by them (traces having same offsets and azimuths) from the CMP gathers.
 - Compensation for missing traces (of different offsets) by employing suitable interpolation techniques so that basic character of the datasets and the subsequent outputs in light of the objectives of the survey (if required) si not altered.
- Navigation, Geometry Grid QC & other QC measures normally performed after creation of unified geometry.



- Amplitude recovery analysis and application /Spherical divergence compensation (Time & Offset Consistent)
- Q compensation (Model based, to be decided based on tests and analysis)
- Survey Amplitude, Phase, Frequency & Time Matching
- Coherent & Incoherent Noise Attenuation
 - Adaptive Ground-roll Noise filtering (shot or/and receiver domain /cross spread)
 - Random and Anomalous Noise removal (shot or/and receiver domain, anomalous amplitude removal)
 - Linear noise attenuation (FK/ Tau-p filter)
- Land 3D SRME.
- 3D Surface Consistent Amplitude Compensation respecting source, receiver, offsets & midpoints.
- Deconvolution (Preferably surface consistent or in Tau –P domain)
- Multiple Attenuation, if required (in FK/ Tau-p etc.)
- Application of field statics correction, Refraction/Tomo statics correction. Selection to be based on the method giving better results and application of the same. Statics solution is to be computed on full merged geometry to avoid edge effects and produce a consistent model.
- Creation of Near-Surface velocity Model for the merged volume giving more realistic static solutions that can be applied on the merged dataset.
- Primary Velocity Analysis at 1 X 1 km
- 1st Pass Stack Section
- 3D Surface Consistent Residual statics and NMO correction
- Second pass Velocity Analysis at 500m X 500m
- Surface consistent Residual statics and NMO correction (considering anisotropy).
- HR Radon Demultiple.



- 3D Inter bed multiple removal, to be tested.
- Third pass velocity analysis at 200 X 200.
- Residual static and NMO, Mute application.
- Random and residual noise attenuation.
- Spectral Balancing.
- CMP trim statics.
- Spectral Shaping & Deconvolution
- Time Variant Frequency Filtering
- PSTM on Target Inlines & Crosslines across the entire merged volume. (Migration aperture from 3km to 5km as optimally tested).
- Velocity Model Building (Horizon Based Velocity Analysis, Minimum of 2 iterations)

- Mute definition and application (as required)
- Full volume Pre-Stack Time migration (Kirchhoff)
- TVF (if required), Mute and Stack.
- Adaptive acquisition footprint removal.
- 3D FXY random noise attenuation.
- Zero phasing of Pre-stack time migrated data.
- Pre-Stack Time Migrated gather conditioning and Stacks (Full & Near, Mid, Far Offset /angle substacks) should be compliant for Reservoir Geophysics work.

The sequence given above is indicative and the Contractor is invited and encouraged to provide helpful suggestions in the revision/ implementation of the sequence based on its past experience as well as any proprietary process that might prove to be useful in achieving the best results.



➤ **Diffraction Imaging (Pre-stack Time & Depth Domain):**

Initial processing, including sorting from offset gather to common mid-point (CMP), in order to obtain the stack seismic section. The following procedures is to be adopted in the sorting process:

- Select a window around the structure with the maximum diffraction response.
- Extract the inline and crossline from the 3D data to obtain a single 2D line.
- Perform velocity analysis NMO correction.
- Perform offset dependent diffraction enhancement analysis.
- Stack the data for diffraction analysis in the full stack data set.
- Estimate dip components from the data
- Remove the reflections and preserve the diffractions via Plane-Wave Destruction (PWD) filtering or any equivalent method.
- Migration of diffraction data
- Merging with migrated reflection data.

➤ **PSDM Processing:**

For 3D Pre-stack depth migration (Pre-SDM), Contractor to specify the procedure for construction of velocity model. Indicative Pre-SDM treatment and flow is as below:

- Final pre-processed CMP gathers of afore said PSTM processing sequence (final pass of residual static) will be the input of subsequent PSDM processing steps.
- Initial Velocity model building from PSTM velocities
- Gridded Tomographic velocity model update (Minimum of 5 iterations and depending on convergence, hybrid approach can also be examined, if the data so demands, 20x20x20m grid, depth-4km) with complete QC
- Attenuation studies (Q estimation/ application)
- Migration Dip and Aperture testing to decide the optimal values with complete QC
- Pre SDM; Kirchoff, 20x20x20m grid, depth -4 km
- Mute design and test with QC
- Full offset Stack
- Angle stacks (Minimum 3; to be tested)
- Final time converted PSDM volume in SEG Y format, using final velocity model.
- Post processing to include but not limited to post stack enhancement like radon de-



multiple, noise attenuation, gain recovery and spectral balance.

- All quality control procedure to be as per best practices in the international industry.
- Additional processing routines may be applied to the data, depending on the requirement with permission from Company.
- The sequence given above is indicative and the Contractor is invited and encouraged to provide helpful suggestions in the revision/ implementation of the sequence based on its past experience as well as any proprietary process that might prove to be useful in achieving the best results.

5.0 PERIOD OF CONTRACT:

5.1 The period of Contract for Pre-stack Merging & Processing of around 174Sq.Km. of full fold 3D data shall be a maximum **1(One) Year** from the date of commencement of project.

5.2 The period of Contract referred to in Sub-Clause 5.1 above are inclusive of national holidays, parameter testing/experimental work days and production loss due to equipment failure or any other reasons under Contractor's control.

6.0 PERSONNEL AND EQUIPMENT:

6.1 The Contractor shall provide all the personnel, equipment and facilities necessary for the successful completion of the work. However, minimum requirement of personnel and experience are listed vide **ANNEXURE – I**.

6.2 The Pre-stack Merging & Processing of 3D seismic dataset needs to be supervised by an experienced Processing Geophysicist (Processing Manager) of the Contractor. The Processing Manager & Processing Geophysicists should have in-depth knowledge and experience in Pre-stack merging & processing of land 3D Seismic Dataset in Pre-stack Time & Depth domain as described under **ANNEXURE-I**.

7.0 START OF WORK:

7.1 Contractor is to collect all the relevant data from BPRL's office in Mumbai, within **7 days** from the date of issue of notification of award of contract (Letter of Award) and commence work thereafter.

8.0 DATA/DVD /HARD-DISKS/CARTRIDGE LIABILITY:

8.1 The Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents/data storage media/device and other important



documents etc. pertaining to the contract while in their custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss entirely at their own cost. However the decision on the modalities to redress such losses shall be entirely at the discretion of Company. Moreover, the Contractor shall use original, high quality, high durability; error free DVD & Hard-disks (Raid 1 configuration) & data cartridges (IBM 3592 Cartridges compatible with IBM 3592 E05 Cartridge drives) with zero write-skip error, zero read error and zero write error for delivering the outputs. Each and every storage device/media thus provided is to be 100% tested to ensure error free performance at specified high recording density. The format (Industry standard SEG-Y, ASCII etc. as mentioned in the relevant clauses of the contract) & integrity of the dataset, deliverables provided on the media referred as above should be ensured.

8.2 After completion of the work, Contractor shall arrange for packing, Insurance and other formalities as well as safe transportation of the dataset & deliverables. All the dataset and deliverables pertaining to the project must be handed over (in **duplicate**) to the Company along with other requisite technical information and reports at BPRL's office at 9th floor, Maker Towers, E wing, Cuffe Parade, Mumbai.

9.0 DELIVERABLES AND SCHEDULE OF PERFORMANCE:

9.1 The time duration for completion of Pre-stack Merging & subsequent PSTM processing to **be 3 (Three) months** and time duration for completion of PSDM processing (after intimation from the company) on Pre-stack Merged and Processed PSTM dataset to be **2 (Two) months. In no case, the total duration for the project (Pre-stack Merging & subsequent PSTM processing and PSDM processing) shall exceed six months from the date of commencement of the Contract.**

9.2 During the course of processing, the Contractor shall carry out detailed tests of all the processing parameters carried out for Pre-stack merging projects as per international standard/practices so as to achieve optimum processing sequence & deliverables. The results of tests need to be certified by Company representatives. The next step of the processing work will start only after the test results are finalized and approved by the company representatives.

9.3 The Contractor shall provide weekly & monthly reports on the progress of Pre-stack Seismic Data merging & processing. The report shall include among others the step of processing, processing parameters, snapshots of results, workflow/steps, and snapshot of results and percentage of Processing accomplished.

9.4 The contractor will also submit three (3) copies of detailed report of Pre-stack Merging & Data Processing within two (2) week of the completion of Processing as per international standards/practices in electronics as well as hard copy form. The report should be comprehensive in itself; as in that all the QC measures, methodologies, processes utilized, workflow/sequences (with parameters), parameterization test results are part and parcel of the report but not limited to those spelt out herein. The report should also include



details of interim key processing steps illustrating efficacy of the process utilized, value addition & inferences drawn from deliverables.

Apart from the above, Contractor will submit the followings amongst other products which are part and parcel of international standard/practices and are not included specifically herein:

a) ***Soft Copies with appropriate information (on IBM-3592 cartridges compatible with IBM 3592 E05 Tape Drives & Portable Hard Disc with Redundant Array of Independent Disks configuration) in Duplicate for the dataset.***

1. PSTM Deliverables:

- All the SEG-Y volumes should have fully updated EBCDIC and Trace header information for hassle free use in industry standard interpretation software.
- Raw data with geometry with Navigation information stamped onto SEG-Y header for individual 3D surveys.
- Final SPS (Source, Receiver & Relation) files used for Geometry Assignment in ASCII format for individual 3D surveys with all requisite information mapped on DVDs.
- Trace Editing Tables for the individual volume/merged dataset in ASCII format.
- Raw data with geometry for the Unified Geometry with Navigation information updated onto SEG-Y header for merged 3D volumes.
- Near Surface Velocity Model in SEG-Y format & relevant maps (to map scale).
- Raw Pre-Stack Time Migrated Stack (after Noise Attenuation, without TVF & Gain)
- Final Pre-Stack Time Migrated Gathers after RMO – after Radon & trim statics if applied (No mute, with & without NMO)
- Final NMO corrected Gathers in SEG-Y format (with & without mute).
- Final Pre-Stack Time Migrated Stack in SEG-Y format with and without scaling.
- Final Pre-Stack Time Migrated Stacks (Near, Mid & Far “Offset /angle” sub stacks in SEG-Y format (after final noise attenuation without TVF & Gain).



- Final RMO Stacking velocity field/volume (Original & Smoothed/Resampled)
- Final Migration velocity volumes (Time Domain) in SEG-Y and ASCII format.
- The zero phased Pre-stack Time Migrated Stack section/volume with and without scaling in SEG-Y format.
- SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.

2. PSDM Deliverables:

- Final Pre Stack Depth Migrated Gathers in SEG-Y-format with and without scaling.
- Final Stack & Pre Stack Depth Migrated volumes in SEG-Y-format with and without scaling.
- Final Migration velocity volumes of interval velocity (Depth Domain) in SEG-Y and ASCII format.
- The zero phased Pre-stack Depth Migrated Stack volume with and without scaling in SEG-Y format.
- Final time converted PSDM volume in SEG-Y format.
- SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.
- Final Processing Report.

3. Diffraction Imaging Deliverables:

- Final Stack & Pre Stack Time and Depth Migrated volumes in SEG-Y-format with and without scaling using Diffraction Imaging.

a) Digital Format & Hard Copies:

- Displays of all parameter test results and QC checks in readable PDF (suitable for scaled plot) and PowerPoint format in chronological order with details of parameters applied and mention of process applied; but not limited to the one enclosed in the Processing Report.



- Hard copy plot of Final Stack and migrated sections/volumes for a total of 30 Inline & Cross line each chosen at appropriate interval in consultation with company representative in a scale of 25 traces/inch (horizontal) & 5 inches/sec (vertical) both for Pre-stack Time Domain Processing. Similar plots for Pre-stack Depth Domain Processing must be provided if PSDM processing is carried out.
- Base map – CMP co-ordinates in Hard copy , digital PDF & CGM format to map scale (1:25000 and 1:50000) with annotations posted on the same for the individual surveys.
- Base map – CMP co-ordinates in Hard copy , digital PDF & CGM format to map scale (1:25000 and 1:50000) with annotations posted on the same for merged 3D surveys.
- CMP foldage map in map scales of 1: 25000 and 1:50000 in Hard Copy & Digital PDF & CGM format for individual 3D Surveys.
- CMP foldage map in map scales of 1: 25000 and 1:50000 in Hard Copy & Digital PDF & CGM format for merged 3D Surveys.

10.0 MEETING, DISCUSSION & TECHNICAL PRESENTATION BY THE CONTRACTOR:

During each phase of the study comprising of Pre-stack Merging & Seismic Data Processing of the 3D dataset meetings, discussion, work-association and presentation will have to be given by the Contractor at their facilities to Geoscientists of Bharat PetroResources Limited so that the interactions are dynamic and BPRL's Geoscientist have the opportunity to be associated & review specifics of the study on workstations. The schedule of above meeting in seriatim is as indicated below:

- After Loading and QC of all the raw datasets for all the Surveys including log and other ancillary information required for the study.
- During & after completion of creation of unified Geometry & Preprocessing of the merged 3D surveys.
- During & after Completion Pre-stack Time migration of the merged 3D surveys.
- During and after Completion of Pre-stack Depth Migration of the merged 3D surveys.



Apart from the above the Contractor has to make a detailed technical presentation to the Management and Geoscientist of Company (Bharat PetroResources Limited) on completion of the Pre-stack Merging & Seismic Data Processing of the 3D dataset at its office at Maker Tower's, Mumbai, India at mutually agreeable dates.

11.0 QUALITY OF WORK:

11.1 The Contractor shall carry out the services of Pre-stack 3D-Seismic Data merging & subsequent PSTM & PSDM processing in a fully professional manner. The Contractor must warrant that the QC measures, methodology/workflows employed & outputs/deliverables generated amongst others (as per the terms of the Contract) during the currency of the Contract, shall be of a quality acceptable to the Company. If the quality/standard of Pre-stack Merging & subsequent Processing work carried out is not acceptable to the Company, the Contractor will undertake to re-perform that part of the services causing dissatisfaction at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry. In case any issue relating to the performance under this contract but not limited to the quality is found by BPRL within 1 (one) Year from the completion date of the contract, the contractor will redress the same at their own cost within **3 (Three) months** from the date of intimation by BPRL.

11.2 Company reserves the right to examine status report of the resources for carrying out Pre-stack Merging & Processing of the jobs before commencement of work. The work will start only when the Company representatives are satisfied with the same.



Annexure-I
LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR

PRESTACK MERGING & PROCESSING OF 3D SEISMIC DATASET

Sl. No.	Position	Work Experience	No. of Personnel	Experience
1	Processing Manager	10 yrs processing	1	Pre stack Merging & subsequent Pre Stack Time Migration (PSTM) Processing of 3D Seismic Dataset: Minimum two (2) projects Pre Stack Depth Migration (PSDM) Processing of 3D Seismic Dataset: Minimum two (2) projects. At least one of the team member should have experience of carrying out one project of diffraction processing of 3D seismic data set.
2	Processing Geophysicist	5 yrs in processing	3	Prestack Merging & subsequent Pre Stack Time Migration (PSTM) Processing of 3D Seismic Dataset: Minimum One(1) projects Pre Stack Depth Migration (PSDM) Processing of 3D Seismic Dataset: Minimum One(1) projects

Note :

1. The above lists indicate the minimum requirement of key personnel and their experience. The Contractor may choose other personnel e.g. geophysicists, geologists & other technical personnel that the Contractor would like to deploy to accomplish the job as per the defined parameter and time frame.
2. The detailed bio-data of key personnel must be submitted with the technical bids. The Contractor's key personnel must be proficient and fluent in English.

End of Part -5



PART-6

Special Conditions of Contract

1. GENERAL

- 1.1. Contractor shall be responsible to carry out the Work / perform Services as per details contained in 'Part 5 - Scope of Work' of this Tender Document.
- 1.2. Contractor will perform the Services with reasonable skill and care as can be expected from an experienced contractor carrying out such services.
- 1.3. Contractor shall be responsible for timely provision of all required personnel, materials and equipment necessary for the Work / Services.
- 1.4. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

2. DEFINITIONS

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

- 2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.
- 2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 2.3. "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.4. "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all



documents taken together shall be deemed to form the Contract and shall be complementary to one another.

- 2.5. "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.6. "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.
- 2.7. "Contractor Personnel" means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.8. "Contractor's Representative(s)" means such person(s) who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.9. "Facility" means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.
- 2.10. "Government" means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.
- 2.11. "Gross Negligence" shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 2.12. "LOA" means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.13. "Month" means a complete calendar month of the Year.
- 2.14. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' annexed to the 'Letter of Award of Contract' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.15. "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other



services as may from time to time be agreed to in writing between the Contractor and the Company.

- 2.16. "Third Party" means any party or entity other than Company and Contractor.
- 2.17. "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' (Part 5 of the Tender Document).

4. EFFECTIVE DATE, CONTRACT DURATION, AND COMPLETION SCHEDULE

- 4.1. The date of issue of Award of Contract' ("LOA") by Company shall be the 'Effective Date' of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.
- 4.2. The Contract shall be valid for a period of 1 (One) Year from the date of LOA. However, bidders to complete the work as per the timelines provided in Scope of work (Part-5).
- 4.3. BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with various provisions contained in the Contract.

5. FORCE MAJEURE

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



6. LIQUIDATED DAMAGES

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

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.

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.

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

7. TERMINATION OF CONTRACT

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

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

7.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence



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

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

8. GST CLAUSE

The Government of India is rolled out GST effective 01/07/2017; hence, price bid (s) has (ve) been prepared with tax column as GST. Hence bidders shall quote GST,



HSN/SAC code and specify State from which invoice will be raised for each line item. To ascertain the CGST/SGST/IGST, Bidder is requested to clearly specify from where (State) the invoice will be raised for this tender (work done). The bidder has to provide complete address along with same state in the GST updation template. Bidder also shall submit the copy of GST along with the filled GST template. Please note that CGST/SGST/IGST will be determined by based on filled template of the bidder.

8.1. **New Statutory Levies**

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

8.2. **Variation in Taxes/Duties/Levies**

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

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

9. **PAYMENT & INVOICING**

9.1. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.

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

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

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



10. LIABILITY

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

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

11. CONSEQUENTIAL LOSS

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

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

12. ASSIGNMENT AND SUB-CONTRACTING

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

Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it to any Co-Venturer or Affiliate of the Company.



Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.

13. ARBITRATION

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

14. GENERAL LEGAL PROVISIONS

- 14.1. **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.
- 14.2. **Governing Law:** This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.
- 14.3. **Language:** The ruling language of the Contract shall be the English language.
- 14.4. **Mitigation of Loss:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.
- 14.5. **Entire Contract:** This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.
- 14.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.



15. NOTICES

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

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

Company: M/s. Bharat PetroResources Limited

12th Floor, F Wing, Maker Towers,

Cuffe Parade, Mumbai – 400005

16. PRICE EVALUATION CRITERIA

Price Evaluation of bids shall be done on overall lowest quote basis .

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

18. CURRENCY OF QUOTE

Indian bidders have to quote in INR only. Foreign bidders can quote either in USD or EURO. Bidders must specify currency of Quote accordingly in the Price Bid.

19. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank / Wire Transfer (Only for vendors based outside India), for **Net** amount of Rs. 1,00,000 (for Indian Bidders) / USD 1450 (for Foreign Bidders, any banking charges, etc have to be borne by bidders) in favor of M/s Bharat PetroResources Limited payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.

The bank details for remitting EMD by foreign bidders as follows:

Bank Name: BNP Paribas; **Branch Name:** Fort, Mumbai; **Branch Address:** French Bank Building, 62, Homji Street, Fort, Mumbai-400001; **USD Account no.:** 0900911578100148; **Swift Code:** BNPAINBBXXX.

Foreign Vendor to mention "Tender No" in Remarks field of swift message while doing wire transfer.



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

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

EMD should be submitted in physical form in a sealed cover addressed to Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

In case of wire transfer, remittances also has to reach in our account mentioned above on / before due date and time and intimation of wire transfer details have to be sent to below mentioned Email Id, well in advance before the due date and time mentioned in the tender.

rakesh.ujjawal@bharatpetroresources.in

ravikumar.b@bharatpetroresources.in

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

EXEMPTION FROM EARNEST MONEY DEPOSIT:

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

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



20. PERFORMANCE SECURITY DEPOSIT:

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

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

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

21. DEFECT LIABILITY PERIOD: Nil.

22. BID VALIDITY

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

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

23. VENDOR MASTER DATA :

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

24. CONFLICT OF INTEREST

24.1. The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the owner under the contract. The contractor shall include



provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in according to the following requirements:-

- 24.2. The Contractor shall provide professional, objective and impartial advice and all times hold the owner's interest paramount, without considering any future work, and that in providing advice they avoid conflicts with other assignment and their own interest. There should not be any conflict of interest between the Contractor's consultancy activities and the other site activities. Neither Contractor (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, which is hired or shall be hired for any assignment that, by its nature may be in conflict with another assignment of the Contractor.
25. The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs will be applicable. 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 .
26. The scope of work under this tender is non-splitable/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.
27. In case of tender item is non-splitable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
28. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Circular no. F.No.21(8)/2018-MA dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, Govt. of India shall be applicable.
- 29. Purchase preference Linked with Local Content Clause**

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

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 50 %. The Policy shall be implemented in the following manner:



- 29.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 29.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 29.3. In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+)10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- 29.4. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- 29.5. In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- 29.6. The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP- 2012) for MSE bidders and Purchase Preference Linked with Local Content (PP- LC 2017) shall be exercised as under
 - i. The MSE bidder can avail only one out of the two applicable purchase preference policies i.e. PP- LC 2017 or PPP- 2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, evaluation shall be done of bidder's offer considering PPP- 2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP- 2012, he shall not be eligible to claim benefit under PP- LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
 - ii. In case a MSE bidder opts for purchase preference based on PP- LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP- 2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.



- 29.7. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- 29.8. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under
- i. MSE bidder (PPP- 2012)
 - ii. PP- LC complied bidder (PP-LC)

Examples of Purchase Preference:

I. Non divisible item

- L1 bidder is non MSE, non PP-LC bidder
- L2 bidder is PP-LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

II. Divisible item

- L1 bidder is non MSE, non PP- LC bidder
- L2 bidder is PP- LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document.
- For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 price shall be given to L2 bidder (PP- LC). Balance quantity shall be awarded to natural lowest bidder.
- For further clarification, in case an item has quantity 4 nos. then 1 no can be given to MSE bidder, 2 nos. to PP-LC bidder and left out 01 no to natural L1 bidder.



Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP- 2012 is not applicable to works contracts.

- 29.9. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- 29.10. In case lowest bidder is a PP- LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.
- 29.11. **Certification of Local Content:** Manufacturers of goods and / or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

I. At Bidding Stage:

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

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

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

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

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

- a. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- b. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- c. Statutory auditors in case of a company, However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:



- Local Content (LC) of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering;
 - a. cost of component (material) which is used;
 - b. manpower and consultant cost; cost of working equipment/facility;
 - c. general service cost excluding profit, company overhead cost, taxes and duties.

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

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

II. After award of Contract:

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

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

- ii. Estimated value is INR 5 Crore or above.

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



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

29.12. Failure of bidder in complying local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company;

- i. Pre-determined penalty @ 10% of total contract value.
- ii. Banning business with the supplier / contractor for a period of one year

To ensure the recovery of above pre-determined penalty, payment against dispatch / shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule plus 3 months or as required by purchasing company.

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

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

31. 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.
32. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.
33. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.
34. The draft agreement enclosed as per Annexure-E shall be executed with successful bidder instead of GCC Part-IX.
35. The successful bidder is required to execute Confidentiality Agreement in the format provided (Annexure-F, Part-7) after Letter of Award.

End of Part-6



PART - 7

ANNEXURE- A

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

To,

Date:

Bharat Petroresources Ltd.
9th Floor, E Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

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

We herewith declare that

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

For
(Sign and Stamp)



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

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

ANNEXURE- C

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS
MANDATORY MINIMUM LC**

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

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



UNDERTAKING FOR APPLICABILITY OF POLICY

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

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

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

ARTICLE - 2

WORK TO BE PERFORMED

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

ARTICLE - 3



COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

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

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



ARTICLE-7

WAIVER

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

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of
 BHARAT PETRO RESOURCES LTD.

For and on behalf of
 (CONTRACTOR)

By Mr./Ms.....
 In the presence of:
 (This day of _____ 2017)

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

- 1.
- 2.

- 1.
- 2.



Confidentiality Agreement

This Agreement is made as of the Between.....
having its registered office at.....hereinafter referred as the Receiving Party which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and Bharat PetroResources Limited having its registered office at 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001, herein after called “Disclosing Party” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in Annexure A (the “Business Purpose”), the Disclosing Party recognizes that there is a need to disclose certain information to the Receiving Party, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

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

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

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

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



Affiliates, consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the Disclosing Party for any breach of those obligations.

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

- b. Upon the Disclosing Party’s request, the Receiving Party shall either return to the Disclosing Party all Information or shall certify to the Disclosing Party that all media containing Information have been destroyed. Provided however that receiving party shall be entitled to keep one copy of every confidential information disclosed by the Disclosing Party thereof in a locked/protected location for tax, accounting and legal reasons. However confidentiality obligations contained in this Agreement shall continue to apply to such confidential information which is retained by the Receiving Party.
3. The foregoing restrictions on Receiving Party's use or disclosure of Information shall not apply to

Information that the Receiving Party can demonstrate:

- a. Was independently developed by or for the Receiving Party without reference to the Confidential Information, or was received without restrictions; or
- b. Has become generally available to the public without breach of confidentiality obligations of the Receiving Party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of the Receiving Party or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
- c. Was in its possession without restriction or was known by it without restriction at the time of disclosure provided that the Receiving Party declares to the Disclosing Party of possession of such information within a day upon disclosure of Confidential Information by the Disclosing Party ; or
- d. is required to be disclosed Pursuant to a court order or is otherwise required by law to be disclosed', provided that Receiving Party has notified the Disclosing Party immediately upon learning of the possibility of any such court order or legal requirement and has given the Disclosing Party a reasonable opportunity and co-operates with the Disclosing Party to contest or limit the scope of such required disclosure including application for a protective order; or



- e. Is disclosed with the prior consent of the Disclosing Party; or
 - f. The Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non- use towards the Disclosing Party.
4. Receiving Party agrees not to remove any of the Disclosing party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Receiving Party agrees to comply with any and all terms and conditions the Disclosing Party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
 5. Receiving Party recognizes and agrees that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Receiving Party agrees that the Disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
 6. As between the parties, all Information shall remain the property of the Disclosing Party. By disclosing Information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by Disclosing Party to make any purchase or sale, or to enter into any additional agreement of any kind.
 7. The Disclosing Party hereby confirms that the confidential information provided to the Receiving Party does not violate or infringe intellectual property rights of any third party.
 8. Disclosing Party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.



9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, which cannot be amicably resolved between the parties shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or re-enactment thereof for the time being in force. The seat and venue of arbitration shall be Mumbai.
11. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
12. This Agreement will remain in effect for 5 YEARS from the date of last disclosure of Confidential Information, at which time it will terminate, unless extended by both the parties in writing.
13. With regard to the confidential information of Receiving Party disclosed to the Disclosing Party, The Disclosing Party agrees to comply with all the obligations of Receiving Party mentioned in this Agreement.

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

BPRL: _____
Signed

Signed



Exhibit A

1. Business Purpose: **Hiring of Services for Processing of 3D Seismic data of 174 SKM of block CB-ONHP-2017/09.**
2. Confidential Information of BPRL
 - a. All communication/ information submitted to the Receiving Party for the purpose.
 - b. All information shared in oral or in written form by BPRL.

BPRL: _____
Signed

Signed



SELF-CERTIFICATION

I, _____ S/o/D/o of _____,
working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company
_____ having its registered office at _____
_____ certify that all the details including
documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer
reference _____ against your Enquiry document
_____, are true, authentic, genuine and exact copy
of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents
submitted has 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 BPRL to initiate
action in the event of such declaration turning out to be a misrepresentation or false
representation.

I further certify that further 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.

DECLARATION

I, _____ S/o/D/o of _____,
working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company
_____ having its registered office at _____
_____ with reference to our bid
_____ against your Enquiry document _____,
declare that in case, at a later date, any of the document submitted in our bid referred
above is found to be false/forged or fabricated, I, shall be held responsible for the same and
BPRL has every right to take action against me and my company, as deemed fit as per
provisions of the bidding documents including BPRL right to put our company on
Holiday/Black list for future business with BPRL.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

End of Part 7