



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

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Bharat PetroResources Limited  
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## **Hiring of Site Restoration Services in Operatorship Block, CB-ONN-2010/8, Cambay Basin, Gujarat, India.**

**Tender No : 1000315282**

**e-Tender Id : 46604**

**DOMESTIC OPEN TENDER**



## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

Dear Sir/Madam,

**Subject : Hiring of Site Restoration Services in Operatorship Block, CB-ONN-2010/8, Cambay Basin, Gujarat, India.**

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

1. This is a Domestic Open two part bid tender consisting of Techno-commercial bid (PART-A) and Price Bid (PART-B) for following **Two sets**

<b>S. No.</b>	<b>Set</b>
<b>1</b>	<b>Set -1: Well locations (Vadod#01 &amp; Chandial#01)</b>
<b>2</b>	<b>Set -2: Well locations (Demaliya#01 &amp; Bhavda#01)</b>

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

- i. Instructions to Bidders -Part 1
- ii. General Instructions for e-Tendering -Part 2
- iii. Bid Qualification Criteria -Part 3
- iv. General Conditions of Contract & Policy for Holiday Listing -Part 4
- v. Scope of Work -Part 5
- vi. Special Conditions of Contract -Part 6
- vii. Standard Formats/Annexures -Part 7
- viii. Integrity Pact -Part-8

- b. **Price bid (PART-B):** Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item Set-wise. Price Bid of those bidders which qualify PART A would be opened.

2. The entire bid shall be online only.



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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.
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:** Rs. 1,00,000.00 for each Set. Refer Special Conditions of Contract (SCC) for detailed instructions.
10. **Pre- bid meeting will be held on 03.10.2018 @ 1100 HRS (IST) at below mentioned address:**  
  
Bharat Petro Resources Ltd.  
12th Floor, Maker Towers-F Wing,  
Cuffe Parade,  
Mumbai- 400005.
11. You may please send your pre-bid queries, if any, on or before **01.10.2018 @ 15:00** hrs (IST) through e-mail to [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) and [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in), K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.



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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. **Site Visit: Bidders are invited for site visit on 05.10.2018 @1400 hrs (IST) to 1630Hrs (IST). Site address and contact person details for Site visit are as follows:**

Address : Bharat PetroResources Limited,  
Drill Site Location D, Village: Chandial,  
Dist: Ahmedabad, Gujarat.

Mr. Rajiv Brahma : M : 08879030301

OR

Mr Abhirup Roy : M : 07506031166

14. Bidders may please send queries **post site visit**, if any, as per above format on or before **08.10.2018 @ 15:00** hrs (IST) through e-mail to [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) and [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in), K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura

#### 15. Important Dates

S. No.	Description	Date and Time
1	Tender Published on	25-Sep-2018
2	Pre-bid queries submission by	01-Oct-2018 1500 Hrs
3	Pre-bid Meeting	03-Oct-2018 1100 Hrs
4	Site Visit	05-Oct-2018 From 1400 Hrs to 1630 Hrs
5	Site Visit Queries	08-Oct-2018 1500Hrs
6	<b>Bid Due Date &amp; Time</b>	<b>16-Oct-2018 1500 Hrs</b>

16. 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.

17. 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.

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



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

19. For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:

1. Mr. Rakesh Ujjawal, Contact No: +91-22-22175665, +919929095701

Email - [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in)

2. Mr. Ravi Kumar Bura Contact No: +91-22-22175672, +919892269446

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

**Office Address:** 12<sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005

20. In case of any complaints only regarding the tender, please contact following IEMs

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

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

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



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



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

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

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

For system related issues:

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

*End of Part -2*





**PART-3**  
**Bid Qualification Criteria**

**1. BID QUALIFICATION CRITERIA (BQC):**

**A) Technical Criteria**

The bidder must have successfully completed works of value as noted below of either E&P drill site restoration works or Civil works consisting of restoration of Earth works, Excavation, Dismantling of RCC/Structures etc for eligibility of bidding against Set-1 & Set-2 or both sets of wells in the last seven years as on bid closing date and should meet either of the following:

			OR	OR
SI No.	Bidding Scenario	<b>ONE completed work costing not less than the amount mentioned below in Rs. Crores</b>	<b>TWO completed work EACH costing not less than the amount mentioned below in Rs. Crores</b>	<b>THREE completed work EACH costing not less than the amount mentioned below in Rs. Crores</b>
1	Bidding for Set-1 well sites only	0.90	0.56	0.45
2	Bidding for Set-2 well sites only	0.84	0.53	0.42
3	Bidding for both Set-1 and Set-2 well sites	1.74	1.09	0.87

Any bidder may submit the offer for Set-1 or Set-2 or both sets, depending on his meeting the Bid Qualification Criteria (BQC) for Set-1 or Set-2 or both sets.

*For evaluation of successful completion of work (s) as mentioned above in the technical evaluation of the bid, shall be done set wise i.e. in case a bidder has quoted for one particular set, the evaluation will be done based on the criteria mentioned for that set only. However, in case the bidder submitted their bid for more than one set, the evaluation of*



*technical criteria shall be done after adding the sum of individual column of the respective sets. The bidders work experience has to qualify such criteria otherwise the bid will be rejected technically and will not be considered for further evaluation. The evaluation of bid shall be done Set wise and the contract will awarded Set wise to the lowest bidder only.*

Consortium / Group companies/MOU tie up are not allowed to participate in this tender. However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects.

#### **Documents Required for Technical Criteria:**

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.

#### **B) Financial Criteria**

1. The bidder should have achieved a minimum average annual financial turnover as mentioned below as per the audited financial statements ( including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years as under:

<b>Sl. No.</b>	<b>Bidding Scenario</b>	<b>Average annual financial turnover (Rs. Crores)</b>
1.	Bidding for Set-1	0.34
2.	Bidding for Set-2	0.32
3.	Bidding for both Set-1 & Set-2	0.66

2. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Any tie-up arrangement or MOU or bi-lateral agreement with third party will not be considered. Further, bidder may submit bid based on the financial credentials of



Parent / holding company. In case 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.

**Documents required:**

- 1) Latest available audited Balance Sheets & Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending Dec'17/Mar'18. 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 & loss account along with auditor's report of immediate three preceding financial accounting years (Financial report not prior to Dec'14/Mar'15).
- 2) In addition to the above mentioned financial documents, bidder to submit a copy of certificate duly certified by a Chartered Accountant showing /indicating year wise turnover and net worth figures of above financial documents.

**C) Other Criteria:**

- 1) The Bidder should not be barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them from carrying on business dealings with BPRL/MoPNG or serving a banning order by another Oil PSE.
- 2) The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

**Documents Required:**

- ❖ An undertaking in support of not being barred / holiday listed by any of the mentioned Organizations on their letter head.
- ❖ An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.



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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*

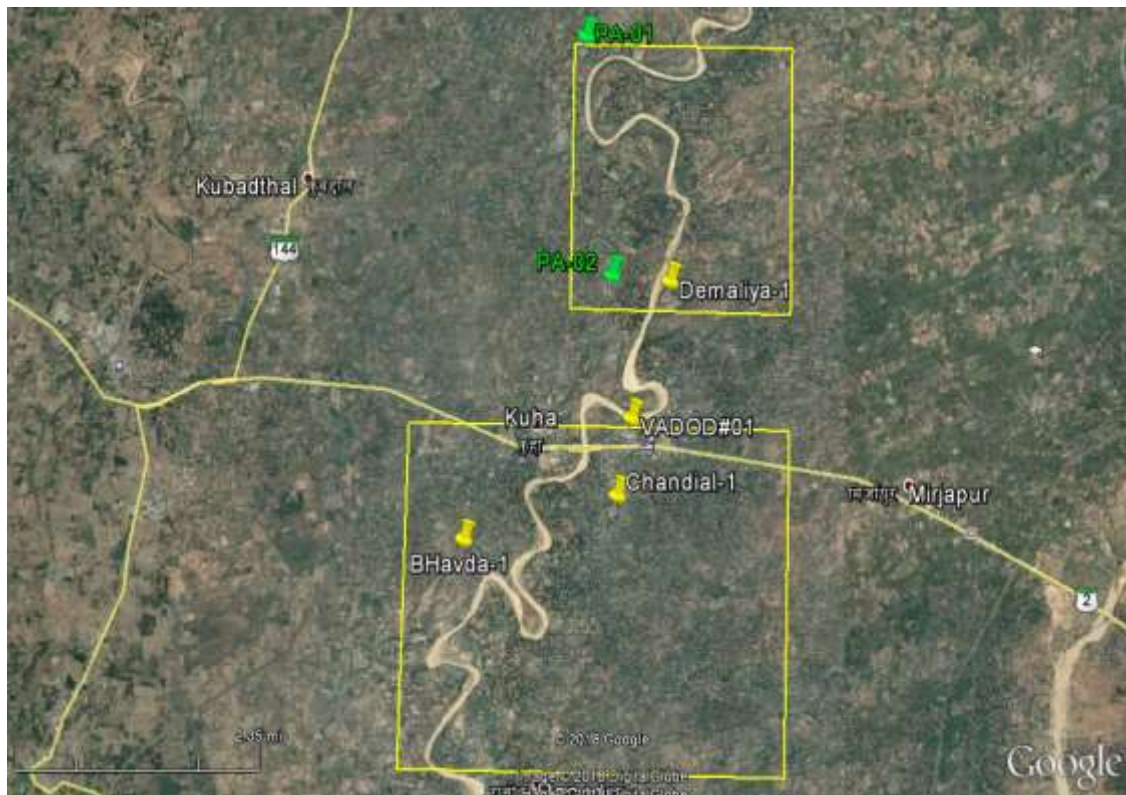


## Part-5 SCOPE OF WORK

### 1. INTRODUCTION

This document describes in general terms the services required to restore the well sites to its original condition and handover the site to respective land owners with duly signed & notarized Lease Termination Agreement in block CB-ONN-2010/8, Cambay Basin in Ahmedabad & Gandhinagar districts of Gujarat.

The Block CB-ONN-2010/8 lies in the Ahmedabad-Mehsana Tectonic block of the Cambay Basin and covers an area of 42 Sq. Km. Index map of Block CB-ONN-2010/8 is given below:



The area is well connected by all-weather roads. The block is located to the South-South East of Gandhinagar city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8 and 59 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad situated in



the proximity of the block. The towns Ahmedabad, Sabarmati, Gandhigram, Vatva and Nandol Dahegam lie in the vicinity of the block and are interconnected by railways.

All works to be conducted as per the best industry practices and standards. The specifications provided in this scope of work are general in nature, based on available information and variations may be made by the Company at its discretion.

It is recommended that bidder should physically inspect the proposed drill site for which site restoration tender has been published in order to familiarize themselves about the site conditions and facilities available.

## 2. SCOPE OF WORK

- 2.1. BPRL requires restoring of upto 4 well sites in the block CB-ONN-2010/8 of Gujarat to its original condition and handover the site to respective land owners with duly signed & notarized Lease Termination Agreement. The approx. size of each location is approx. 130m x130m, excluding approach road. Bidder has to enlarge/expand the approach path to well site to make it driveable enough for any vehicle to carry out site restoration works, if required.

Coordinates of the 4 (Four) Well Locations are as below –

SL NO	LOCATION	LATITUDE	LONGITUDE	Address
1	Vadod#01	22° 59' 56.92"	72° 48' 40.47"	Bharat PetroResources Limited, Drill Site Location C, <b>Village: Vadod,</b> Dist: Ahmedabad, Gujarat.
2	Demaliya#01	23° 01' 00.67"	72° 48' 59.20"	Bharat PetroResources Limited, Drill Site Location D, <b>Village: Demaliya, Dahegam</b> Dist: Gandhinagar, Gujarat.
3	Chandial#01	22° 59' 21.64"	72° 48' 32.54"	Bharat PetroResources Limited, Drill Site Location D, <b>Village: Chandial,</b> Dist: Ahmedabad, Gujarat.
4	Bhavda#01	22° 59' 0.22"	72° 47' 8.10"	Bharat PetroResources Limited, Drill Site Location C, <b>Village: Bhavda,</b> Dist: Ahmedabad, Gujarat.



BPRL wants to hire a service provider for site restoration work following all relevant statutory provisions and applicable guidelines/rules issued by State/Central Pollution Control Board from time to time. In order to speed up the work, BPRL proposes to award the work, set wise to the lowest bidder. BPRL also reserves the right to award part or full quantity based on its requirement.

The work is to be executed in accordance with GPCB's and MoEF guidelines for site restoration and as per the directions of Company's authorized representative i.e. Engineer In-Charge (EIC).

**2.2.** The Contract entails providing all the required survey, materials, plant/equipment, labour, supervision, liaison with GPCB/Landowners/Village Authorities for restoration works including but not limited to disposal of dry mud / debris and compliance of its guidelines required to carry out the work such that the requirements of the Contract will be met. Besides the contractor would also be required to restore the private land/Govt. Land acquired for approach road. The scope of work involves but is not limited to the following:

- a) Removal of dry mud/ stones/debris from the pits and disposing the same.
- b) Dismantling / Demolishing of all the Steel & Concrete Structures, PCC/ RCC foundations, fencing, brick walls, etc and disposing all the debris / materials at Contractor's own cost at a Contractor's location approved by competent authority.
- c) Removal of minimum of 455 mm thick existing hardening (230 mm average thick rubble soling, 150 mm average thick quarry rubbish and 75 mm average thick WBM) at site and disposing the removed materials at Contractor's own cost at a Contractor's location approved by competent authority.
- d) Excavate/ Cut and remove the earth filled earlier (while preparing the drill site & protective bunds) above the original level of the site and use the excavated materials to fill the waste pits after removal of HDPE liner and foundation trenches in layers not exceeding 150 mm compacted thickness as directed by Company's Engineer In-charge and dispose the surplus materials at a suitable location to be arranged by the Contractor at cost inclusive in the quoted rates.
- e) Providing and spreading good native soil suitable for agriculture purpose to required depth with the soil sourced from the Contractor owned borrow pits in layers not exceeding compacted thickness.
- f) Dismantling MS angle, concrete post and removing the existing Barbed Wire galvanized fencing including pins and shifting/stacking/refixing the same to other nearby drill-site (within 15km) as directed by the company.
- g) Cutting, welding & covering from top with 10 mm thick MS plate of exposed false conductor tentatively up to 1.5mm or more, if required below OGL as per the instruction of EIC.
- h) Removing and disposing HDPE liner from Waste Pits.





- i) Restoration of the site shall be carried out satisfactorily and a report shall be submitted after site restoration of each site as per Environmental Clearance Guidelines.
- j) The Contractor shall maintain local liaison to ensure uninterrupted execution of works covered in the contract.
- k) The contractor shall inform GPCB on behalf of BPRL regarding completion of restoration work.
- l) Liaison with land owners of the drill site, execute Lease Termination Agreement, including notarization and handover the restored site after completion of restoration works.

### **3. GENERAL**

#### **3.1. The Dismantling & disposal of PCC/ RCC foundations, Brick masonry structures and fencing:**

Contractor has to dismantle the below specified structures and dispose off dismantled / demolished materials at his own cost for sizes as available at site but not limited to:

- a) Rig Foundation
- b) Rig Mud Pump Foundation
- c) Cellar Pit-RCC
- d) Generator Foundation, Strips / Tanks Foundations.
- e) Anchor Foundations
- f) Diesel storage area/Dyke Wall
- g) Chemical shed base.
- h) Security Room
- i) Flare pit
- j) Coral pit/Waste pit & Water Pit
- k) Toilet block
- l) Septic tank, soak pit & inspection chambers
- m) Fencing with 1no. Main & 1no. Emergency Gates in each location
- n) Drains, supports, etc.

This includes Contractor's arrangement for the disposal site and transportation cost.

#### Items to be dismantled/ demolished

- A. Plain Cement Concrete of any proportion  
Mainly laid as lean concrete /dry mud mat of proportion of 1:3:6.
  - B. Reinforced Cement Concrete of any proportion
-





Mainly laid for all foundation works with proportion 1:1.5:3. The scrap steel shall be retrieved from this RCC works after dismantling, which will be disposed off by Contractor at his own cost at a Contractor's location approved by competent authority such as Gujarat Pollution Control Board/Govt. Bodies/Local Bodies, etc. The sand placed below the RCC, also needs to be excavated and to filled with earth. The quantity of sand varies from 650 m<sup>3</sup> to 725 m<sup>3</sup> per site. The contractor shall quote their rate after taking consideration of scrap sales.

C. Brick work in 1:4 c.m. in sub-structure/super-structure

It is mainly laid for all masonry structures & drains, etc .

D. Barbed Wire

It is 12 x 14 Galvanized barbed wire stringed along the boundary fencing and secured to 50 x 50 x 6 mm angle iron posts extending 1.8m above GL. The barbed wire shall be transported to company's designated site within 15km from the existing site and properly stacked.

E. Fencing Posts

It is made of 50 x 50 x 6 mm angle iron posts (2.4 m long) grouted to RCC base of 400 mm x 400 mm x 500 mm. The fencing posts shall be transported to company's designated site within 15km from the existing site and properly stacked.

F. Main Gate

It is a prefabricated opening main gate of 6 m clear width. The main gate shall be transported to company's designated site within 15km from the existing site.

G. Emergency Gate

It is a prefabricated opening emergency gate of 1.5 m clear width. The emergency gate shall be transported to company's designated site within 15km from the existing site.

### 3.2. Dismantling of hardening and disposal

The 455 mm thick hardening provided at the site consists of a Rubble soling layer of minimum 230 mm thick as sub base, 150 mm thick Quarry rubbish as a 2<sup>nd</sup> layer & a Water Bound Macadam Layer of average 75 mm as top layer. Contractor has to scarify the Hardening area, cut, remove the hardening materials including the blinding material, etc. from site to achieve desired ground level ( Top level of the earth filling prior to hardening) as instructed by BPRL Representative and dispose off from site. The removed materials shall be taken away by the contractor at his own cost at a Contractor's location outside the drill site as approved by competent authority.



Note: Joint measurement to be taken prior to commencement of scarifying and after completion of removal, based on which only the measurements will be certified for processing of bills.

**3.3. Excavating the filled up soil within the drill site & filling the pits / foundation trenches:**

Contractor has to excavate earth, which was previously filled for elevating the site level, from the areas designated by Company within the drill site or constructed approach roads, load at sources, transport, unload and fill various pits & foundation trenches (within drill site with all leads and lifts) in layers of 150 mm consolidated thickness Filling up to the original ground level, sectioning, watering, consolidation by 8 to 10 ton power roller, etc. complete as directed by EIC. Most of the earth used for elevating the level may be used to fill various pits. However fresh soil may also be used in-case the soil at site falls short of quantity.

Note: Joint measurement to be taken prior to commencement of work and after completion of filling the pits / foundation trenches, based on which only the measurements will be certified.

**3.4. Providing and spreading good native soil at site:**

Contractor has to supply good native soil fit for agricultural purpose at the work site, drill site, approach road for topping which includes excavation, loading at sources, transportation, unloading at site of work with all leads and lifts & spread in layers of 150 mm compacted thickness, sectioning, watering, consolidation by vibratory etc. complete as directed by BPRL representative . Contractor shall provide natural/chemical fertilizer and manure in required proportion in the soil in order to make it fertile for agricultural purpose. There is no separate cost for the same and contractor to quote the good soil rate accordingly.

Note: -

- i. Finding the source of earth & necessary permissions form Govt. / local authorities will be the responsibility of contractor.
- ii. Joint measurement to be taken prior to commencement of work and after completion of topping works , based on which only the measurements will be certified.



### **3.5. Removing of Barbed wire**

Dismantling MS angle, concrete post and removing of existing Barbed Wire galvanized including pins etc. for fencing as directed by EIC. The removed fencing has to shifted/stacked at a nearby drill site within 15km of existing drill site.

### **3.6. Dismantling and Re erection of Chemical Shed**

Dismantling of Chemical Shed of size 12M X 8M X5M (steel structure with CGI sheet roofing made of built up structural members) above the foundation from one location and re-erecting at a nearby drill site within 15km of existing drill site.

### **3.7. Removal metallic VSP pit liner:**

Removal of VSP metallic pit liner after excavating soil around the pit. Metallic liner is made of MS plates (6mm Thick). The metallic liner has to be removed from site and disposed off to a designated location. The contractor shall quote their rate after taking consideration of scrap sales. The approximate weight for metallic liner is 6.25 tons.

### **3.8. Removal & Disposal of HDPE LINER used for lining of Coral, Drilling Mud pits and disposal of the same outside company premises at the dump yard/land fill area arranged by the Contractor cost of which is included in the quoted rates, as per the rules & regulations of GPCB/Govt. and up to the satisfaction of EIC.**

### **3.9. Execution of Lease Termination Agreement and handover of the site to owners :**

It will be the responsibility of the Contractor to liaise with all Land Owners of concerned Survey Nos. / Block Nos. and execute Lease Termination Agreement with them after verification of land records before handing over of the site. The agreement shall be on Rs. 100/- stamp paper and shall be duly notarized after signing of agreements stating that the land was returned to the concerned land owner in original status and they are having no rights to claim further as all their dues has been paid by the Corporation. The item shall include all charges towards Liaison with all Land Owners of concerned survey nos. / block nos. and execution of lease termination agreement with land owners on stamp paper including charges towards stamp paper, notarizations etc. including supply of good native soil for construction of field bunds to partition the survey numbers as per instruction of EIC. In case of drill sites having multiple survey numbers, the individual demarcation of lands among the land owners for every survey number shall be done in the presence of competitive authorities of Gram Panchayat/State Govt. The format for termination of lease agreement is attached as **Annexure-1 to the Scope of work**.



It is understood and agreed by the Contractor that the Work described shall be complete in every detail in accordance with the Scope of Work, even though every item necessarily involved is not particularly mentioned. The Work shall be executed in a workman like manner in all respects and to the satisfaction of the BPRL's Representative. The Contractor shall be required to provide all labour, materials and equipment necessary for the entire completion of the Work described and shall not avail him of any un-intentional error, omission or inconsistency that may exist. In case of any discrepancy between any of the Documents, the Company shall be the sole deciding authority as to which shall prevail and its decision shall be final and binding.

**4. WORK INSTRUCTIONS:**

The Company Representative of BPRL will communicate or confirm his instructions to the Contractor in respect of the execution of the Work or any special orders or instructions to be issued to the Contractor in a " Work Site Order Book " maintained at the Company office and the Contractor shall visit this office daily and shall confirm receipt of such instructions, by signing the relevant entries in this book. Such entries will be treated as order or notices in writing within the intent and meaning of these conditions.

**5. TEMPORARY WORKSHOP AND STORES**

The Contractor shall, during the progress of the Work provide, erect and maintain at his own expense all necessary temporary workshops, stores, offices for his own & BPRL representatives etc. required for the proper and efficient execution of the work at each location. On completion of the Work, after Approval of the Company all such temporary buildings shall be cleared away and the Site restored to its original conditions.

**6. CONSTRUCTION TOOLS AND MATERIALS ON SITE**

The Contractor shall maintain sufficient no. of equipments, tools and machinery ("Tools"), which he intends to use for the Work. The Contractor is obliged to use all the Tools mentioned in his list and any other Tools that the Company feels are required for the satisfactory execution of the Work. The Contractor shall be responsible to safeguard from theft or any other loss the Tools brought to Site.

Maintenance of Tools including fuel and lubricants required for the maintenance and its transportation to and from the Site shall be Contractor's responsibility at no extra cost to the Company. The Contractor shall also arrange at his cost for all consumables, required to satisfactorily perform the Work.



The Contractor shall ensure that the Work shall proceed uninterrupted even in the event of power failures, if applicable. Adequate number of diesel operated machinery shall be provided by the Contractor as alternative arrangement at no extra cost to the Company. The Contractor shall also arrange for the required number of diesel generating sets to generate the power required by the construction machinery and for lighting during the night work, at his own expenses.

When the Work is finally completed or the Contract is terminated for reasons other than the default of the Contractor, Contractor shall, with the prior Approval of Company Representative remove from the site all tools (other than those provided by the Company) and clear all rubbish and waste materials. In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the Work, Company shall take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses incurred thereon.

## **7. PROGRESS REPORT**

The Contractor shall submit daily progress reports indicating the planned Work for the reporting period; actual Work completed in that period as well as cumulative planned and completed Work till the date of progress reports. The Contractor shall take photographs of the Construction Work undertaken every week at his own cost with the prior Approval of the Company Representative and submit 4 copies each to the Company Representative. The photograph size shall be 12" x 8".

## **8. MATERIALS AND EQUIPMENT**

### **8.1. GENERAL**

Storage and safe custody of materials & equipment required for the Work, whether brought by the Contractor or supplied by the Company shall be at the risk and the responsibility of the Contractor.

### **8.2. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall provide at his costs all labour, materials, tools, plant, equipment and transport that may be required in preparation for and in the entire execution and full completion of the Work. The rates specified in Schedule of Rates/Compensation Schedule /Price table shall include apart from the above costs, waste on materials, carriage and cartage, lead, return of empties, hoisting, setting, fitting position and all other labour necessary in and for the entire execution and full completion of the Work. Any error in description or quantity in Schedule of Rates/Compensation Schedule /Price



table or any omission there from, shall not release the Contractor from the execution of the whole or any part of the Work comprised therein according to the Specifications, or from any of his obligations under the Contract. Water & Power shall be arranged by the Contractor at its own cost as BPRL has no arrangement of water and power supply at site.

## **9. ACCESS TO SITE, SUPERVISION, INSPECTION AND TESTING**

### **9.1. ACCESS TO THE SITE BY COMPANY/CONTRACTOR**

The Company shall have the right to execute other Work on the Site simultaneously with the execution of the Work awarded to the Contractor, and Contractor shall give reasonable facilities for this purpose. The Site-in-charge shall have the right of entry to the Site at all times.

The Contractor shall be governed by the security/safety regulations of the Company and of rules as may be in force from time to time, etc. The Contractor should follow these regulations strictly.

### **9.2. CONTRACTOR'S SUPERVISION**

The Contractor shall deploy an engineer ("Engineer") i.e. Engineering graduate with 7 years experience or Diploma holder with 10 years of working experience in civil construction/site restoration. The Engineer shall be present fulltime at the Site during all working hours and shall supervise the execution of the Work. The Contractor or Engineer shall visit when required and without making any claim for doing so, either the office of the Company Representative or the Site to receive instructions.

If the Contractor fails to deploy a suitable Engineer as aforesaid, the Company Representative/ Site-in-charge shall have full powers to suspend the execution of Work and stop any payment that may be due, until such date of deployment of a suitable Engineer. The Contractor shall be held responsible for the delay caused to the Work due to this and no extension of time on this account shall be given to him.

The Company shall have full powers and without assigning any reason, to order the Contractor to cease deployment of any Personnel in connection with the Contract whose continuance deployment in the Company's opinion is undesirable. The Contractor shall promptly replace those Personnel with suitably qualified Personnel at no cost to the Company.

### **9.3. INSPECTION OF THE WORK**



Company Representative/ Site-in-charge or any person authorized by Company shall have access and right to inspect the Work, workshops, stores, workplace or any other place associated with the Work at all times during the progress of the Work, for the purpose of assuring the Company that the plans and Specifications are being properly executed. While the Company will extend to Contractor all desired assistance in interpreting the plans, and Specifications, such assistance shall not relieve the Contractor of any responsibility for the Work. The Contractor without delay shall correct any Work, which proves faulty. The fact that the Company may not have pointed out faulty Work in accordance with the plans and Specifications shall not relieve the Contractor from correcting such Work as directed by Company without additional compensation.

Contractor shall give every facility to Company Representative for inspection, testing and examination of the materials and workmanship even to the extent of discontinuing portions of the Work temporarily or of uncovering or taking down portions of finished Work.

#### **9.4. NIGHT WORK**

The time of completion generally shall be deemed to exclude working during night shifts and working in more than one shift. However, Company may consider granting permission for working during night shifts or extra shifts, if considered essential to complete the Work in the stipulated time. Night work or working in more than one shift shall not entitle the Contractor to any extra payments. Where night work is in progress, the Contractor at his cost to safeguard the workmen and others shall provide sufficient lights. Suitable precautions shall be taken to prevent accidents. No women labour shall be employed beyond day light hours. Any permission from Govt. dept/ Statutory approvals etc to carry out night shift operation shall be taken by the Contractor.

### **10. TECHNICAL SPECIFICATION FOR CIVIL WORKS UNDER SCOPE OF WORK:**

#### **10.1. GENERAL:**

All works shall be done strictly according to latest CPWD/ State PWD / GPCB relevant item specifications wherever applicable and as per provisions of Construction and Demolition Rules, 2016 and Solid Waste Management Rules, 2016 as notified by MoEF &CC. All the required approvals under the said rule shall be obtained by contractor and cost for the same shall be included in SOR quoted rates.

Where the specifications are not covered by CPWD, the provision in the relevant IS codes will be applicable. It should be fully read and understood by the Contractor before submitting their quotation irrespective of the fact whether they have done so or not and



no claim on this account shall be entertained at later date. In the event of any discrepancy of above, the decision of Engineer – in - charge shall be final and binding on the contractor.

Good workmanship and neat appearance is the prerequisite for all sections of work. The total planning and sequence of different activities must be got approved by the Engineer – in – charge.

## **10.2. QUALITY CONTROL ON WORK AND MATERIALS:**

The Contractor shall be responsible for the quality of the work in the entire restoration work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same.

Testing the quality of executed work, will be carried out as per CPWD / State PWD specifications and the frequencies thereof shall be as per stipulations laid down in contract document / CPWD specifications, if required. No extra payment is admissible for such tests and the quoted rates shall be inclusive of testing charges.

BPRL may instruct the contractor to have all necessary quality tests from any Govt. approved testing laboratory having certificate from the National Accreditation Board for Testing and Calibration Laboratories (Department of Science & Technology, India). All the Quality control testing as per the specifications and the frequencies thereof shall be as per stipulations laid NABL specifications. No extra payment is admissible for such tests and the quoted rates shall be inclusive of testing charges.

## **11. STATUTORY REQUIREMENTS:**

During the tenure of this contract nothing shall be done by the contractor in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing interalia customs stowaways, foreign exchange etc. in case of any deviation of compliance of Statutory provision and the same was observed by BPRL, the same should be rectified and damage levied be borne by the Contractor.

### **RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**

The Contractor has to pay following wage components to the persons engaged by him for BPRL namely Minimum wage rates of Ministry of Labour and Employment, GOI or State Govt. whichever is higher as notified from time to time as per the city, PF contribution, ESI contribution or Insurance under Employee's, Death Gratuity, etc complying all statutory requirements whatsoever.





The Contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages Act 1936, Workman Compensation Act 1923, Employee's State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time. The Annual Return to Labour dept shall be filled as per FORM 6A.

The Contractor shall abide by the rules of Mines Act 1952, other rules and regulation thereof, as applicable. Contractor shall submit quarterly return through Company's (BPRL) to Director General of Mines and Safety (DGMS), Ahmedabad.

The Contractor shall be solely responsible and indemnify the BPRL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

The Contractor shall indemnify BPRL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

## 12. Work completion schedule:

BPRL intend to carry out site restoration work of drill sites simultaneously. In case the bidder is successful tenderer for more than one set, he has to start the job for both the sets simultaneously.

Mobilization shall be deemed to be completed when Contractor's Equipment with all equipment & spares and Contractor's Personnel are placed at Company's specified Location in readiness to commence work as envisaged under the Contract duly certified by Company Representative.

BPRL shall full reserve rights for interim demobilization based on the situation.

Sl. No.	Description	Timeline
1.	Mobilization completion period	15 days after issuance of Mobilization Notice
2.	Site Restoration work for each location	45 days from completion of mobilization



## Annexure-1 to Scope of Work

### TERMINATION OF TEMPORARY ACQUISITION OF LAND AND LEAVE AND LICENSE AGREEMENT DATED <>

The “Temporary Acquisition of Land and Leave and License Agreement” dated <> (hereinafter referred to as the “said agreement”)for land at <village> with Survey/Block nos. XX, YY,ZZ for an area admeasuring XX-XX-XX sq.mts. (hereinafter referred to as “said land”)entered into between

Shri Name-XX S/o (Late) Name-XX aged\_\_\_\_, adult and Shri Name-XX S/o. Name-XX aged\_\_\_\_,adult residing at” Full Address” (hereinafter referred to as the “Licensor”, which expression shall, unless repugnant to the context or meaning tehreof, be deemd to mean and include their heirs, successors-in-title, custodians assigns etc.) ) of the ONE PART

AND

Bharat PetroResources Ltd., a company incorporated and registered under the Companies Act, 1956, having its registered office at Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, Mumbai – 400001, and its corporate office at 9<sup>th</sup> floor, Maker Towers, ‘E’ wing, Cuffe Parade, Mumbai – 400005, through its authorized signatory, (hereinafter referred to as the “Licensee” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title of the OTHER Part

has been terminated by mutual consent between the Licensor and the Licensee on <date>

The Licensor has been paid all dues as per the said agreement and both the Licensor and the Licensee confirm that there are no dues and claims outstanding against each other for the said land

The Licensor confirms that the said land was restored to original condition as given on leave and license basis under the said agreement to the full and complete satisfaction of the Licensor and the Licensor shall not claim any amount for compensation, damage or rent for the said land and shall indemnify the Licensee for any such claims.

The Licensee has handed over peaceful posession of the said land to the Licensor and the Licensor hereby has accepted the same.

Both the Licensor and Licensee hereby append their signatures below accepting the above.

Place:

Date:

**For the Licensor**

Name-1

Name-2

**For the Licensee**

BharatPetro Resources Ltd.



**Annexure-2 of the Scope of Work**

**Bill of Quantities**

			<b>Set-1 (Vadod#01 &amp; Chandial#01)</b>	<b>Set-2 (Demaliya#01 &amp; Bhavda#01)</b>
<b>Sl. No.</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Total Quantity of Vadod &amp; Chandial</b>	<b>Total Quantity of Demaliya &amp; Bhavda</b>
1	Dismantling of Plain Cement Concrete of any proportion 1:3:6 and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with gates etc.	CuM	326	351
2	Dismantling of Reinforced Cement Concrete of any proportion 1:1.5:3 and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with gates etc.	CuM	389	383
3	Dismantling of Brick Work and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with	CuM	272	258



			<b>Set-1 (Vadod#01 &amp; Chandial#01)</b>	<b>Set-2 (Demaliya#01 &amp; Bhavda#01)</b>
<b>Sl. No.</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Total Quantity of Vadod &amp; Chandial</b>	<b>Total Quantity of Demaliya &amp; Bhavda</b>
	gates etc.			
4	Dismantling of below specified structures and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with gates etc. <b>- Fencing- MS angle- 50x50x6mm- 2.2 mts long with Barbed wire 12x14 gauge- 9 layers horizontal &amp; 2 no's cross wires. Including back filling of empty pit &amp; dismantling of concrete foundation 1:3:6 of size- 0.4x0.4x0.5m at distance of 3m c/c &amp; central support at every 15 meters.</b>	RMT	2,080	1,098
5	Dismantling of below specified structures and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with gates etc. <b>- Main Gate</b>	No	2	2
6	Dismantling of below specified structures and disposal dismantled and demolished materials at site – Rig Foundation, Mud Pump Foundation, Cellar Pit, Generator foundation, Mud Tanks/Shaker/Water Tanks strip Foundations, Anchor	No	2	2



			<b>Set-1 (Vadod#01 &amp; Chandial#01)</b>	<b>Set-2 (Demaliya#01 &amp; Bhavda#01)</b>
<b>Sl. No.</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Total Quantity of Vadod &amp; Chandial</b>	<b>Total Quantity of Demaliya &amp; Bhavda</b>
	foundation, Diesel Storage Area/Dyke Wall, Chemical Shed Base, Security Hut, Flare Pit, Coral pit, Water Pit, Toilet Block, Septic Tank, Soak Pit, Inspection Chambers, Fencing with gates etc. <b>- Emergency Gate</b>			
7	Removal of hardening area materials (Like Rubble/ Quarry Rubbish / WBM), debris, unwanted materials including the blinding material, etc. from site and approach road to achieve desired ground level (Top level of the filled up earth) as instructed by BPRL Representative and disposing off from site. The removed materials shall be taken away by the contractor at his own cost.	CuM	10,825	9,963
8	Excavate earth from the areas designated by Company within the drill site & approach road load at sources, transport, unload and fill various pits after removal of HDPE liner & foundation trenched (within drill site with all leads and lifts) in layers of 150mm consolidated thickness sectioning, watering, consolidation by 8 to 10 ton power roller etc. complete as directed by BPRL representative.	CuM	29,810	28,588
9	Supply of good native soil at the work site for filling including excavation, loading at sources, transportation, unloading at site of work with all leads and lifts & filling in layers of 150mm compacted thickness including sectioning, watering, consolidation by vibratory complete as directed by BPRL representative.	CuM	6,470	7,367



			<b>Set-1 (Vadod#01 &amp; Chandial#01)</b>	<b>Set-2 (Demaliya#01 &amp; Bhavda#01)</b>
<b>Sl. No.</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Total Quantity of Vadod &amp; Chandial</b>	<b>Total Quantity of Demaliya &amp; Bhavda</b>
10	Erecting Fencing angle post- 50 x 50 x 6 mm- 2.20 R.Mt long including Excavation 0.08 CuM; for M10 Concrete Foundation of sizes- 0.4x0.4x0.5m and Fixing of Barbed wire-12x14 gauge galvanized including pins etc. for fencing as directed by EIC.(retrieved/used at site and refixing of the same at required location. It is inclusive all.)	RMT	2,080	1,098
11	Restoration of Chemical shed each of size-12x8x5m made with structural steel weighing tentatively 2600 kg with frames, 04 no's trusses, purlins, bracings & 10 no's steel columns and it is covered with GI sheet from top & all four sides with an opening of size-3x3m (Surface area-330 sqm). RCC Foundations & columns-10 no's & PCC flooring.	No	1	0
12	Dismantling & re-erection of chemical shed each of size-12x8x5m made with structural steel weighing tentatively 2600 kg with frames, 04 no's trusses, purlins, bracings & 10 no's steel columns and it is covered with GI sheet from top & all four sides with an opening of size-3x3m (Surface area-330 sqm). RCC Foundations & columns-10 no's & PCC flooring.	No	1	0
13	Removal of VSP metallic pit liner after excavating soil around the pit. Metallic liner is made of MS plates (6mm Thick). The metallic liner has to be removed from site and disposed off to a designated location. The approximate weight for metallic liner is 6.25 tons.	No	1	0



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

			<b>Set-1 (Vadod#01 &amp; Chandial#01)</b>	<b>Set-2 (Demaliya#01 &amp; Bhavda#01)</b>
<b>Sl. No.</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Total Quantity of Vadod &amp; Chandial</b>	<b>Total Quantity of Demaliya &amp; Bhavda</b>
14	<p>Liaison with all Land Owners of concerned survey nos. /block nos. and execution of lease termination agreement with land owners after verification of land records.</p> <p>The agreement shall be on Rs 100/- stamp paper and shall be duly notarized after signing of agreements.</p> <p>The item shall include all charges for Liaison with all Land Owners of concerned survey nos. / block nos. and execution of lease termination agreement with land owners on Rs 100/- stamp paper, etc. including charges towards stamp paper, notarizations as per SOW.</p>	LS per site	2	2

**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. “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at 24:00 Hrs. (IST).
- 2.10. “Distance” means the distance by the shortest approachable route unless otherwise specified.
- 2.11. “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.
- 2.12. “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.
- 2.13. “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.
- 2.14. “Hour” means an hour of sixty minutes. For the purpose of hire and / or penalty charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.



- 2.15. "LOA" means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.16. "Mobilization" means taking of all actions / steps by Contractor, including making of all required Contractor's Equipment and Contractor Personnel, which are specified by Company in its Mobilisation Notice, available at Company Supply Base(s), and be in readiness to commence the Services.
- 2.17. "Mobilization Date" means the date by which the Contractor shall be required to mobilise its required equipment, materials and personnel at Company Supply Base(s) and be in readiness to commence the Services, as shall be mentioned in the Mobilisation Notice.
- 2.18. "Mobilization Notice" means the communication that shall be sent by Company to Contractor subsequent to issue of the LOA, asking it to mobilise the required equipment, materials and personnel at Company Supply Base(s) by the date specified therein. Contractor shall be required to mobilise all required Contractor Personnel and Contractor's Equipment, as may be specified in the Mobilisation Notice.
- 2.19. "Demobilisation Notice" means the communication issued by the Company to the Contractor advising the latter to remove its equipment and personnel from Company Supply Base upon completion / termination of the Contract.
- 2.20. "Month" means a complete calendar month of the Year.
- 2.21. "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.
- 2.22. "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.
- 2.23. "Third Party" means any party or entity other than Company and Contractor.
- 2.24. "Wellsite/ Drillsite / Rigsite/ Location / Site" means the physical location where an oil or gas well is being drilled / is to be drilled / is intended to be drilled or tested by Owner or the place where the Contractor is directed by the Company to depute / deploy Contractor Personnel and /or Contractor's Equipment.



- 2.25. "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, MOBILISATION 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. BPRL shall issue Mobilisation notice after placing Letter of Award (LOA).
- 4.3. The Contract shall be valid initially for a period of 12 (Twelve) months from the date of LOA or contract whichever is earlier and extendable by 3 (Three) Months on BPRL's sole discretion.
- 4.4. Completion period for services at each worksite shall start from the date of issue of written communication by company to contractor to take up restoration work for a wellsite and complete work in all respect including execution of Lease Termination Agreement.

Restoration work shall have to be completed within 60 days including mobilisation duration of 15 days for each well site from the date of issue of the written communication for that particular wellsite to take up restoration work there.

Incase restoration work for two wellsite is required to be done back to back , the completion period for subsequent wellsite shall be 45 days from the date of completion of restoration at the previous wellsite. Priority for restoration issued by BPRL shall be strictly followed by the contractor.

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



## 5. CONTRACTOR PERSONNEL

- 5.1. Contractor shall provide sufficient manpower for necessary supervision and execution of all Services under the Contract to Company's satisfaction.

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

- 6.1. Contractor, at its own cost, shall arrange for food, accommodation and transportation for its personnel for rendering the Services.

## 7. CONTRACTOR'S ITEMS / CONTRACTOR'S EQUIPMENT

- 7.1. Contractor shall provide all required Contractor's Items/Contractor's Equipment for performance of Services under the Contract as specified in this document as per Company's requirement from time to time.
- 7.2. Contractor shall be responsible for maintenance and repair of all Contractor's Items and will at its own cost provide all equipment, spare parts, materials, consumables etc. for this purpose during the entire Duration of Contract.
- 7.3. Contractor shall maintain all Contractors' Equipment in good condition at all times.

## 8. LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 8.1. **Contractor** shall strictly follow and abide by the rules and regulation of Motor Equipment / Vehicles Acts, Motor Vehicle Rules, Pollution Control Norms and other relevant legislations, orders, rules and regulations of Central / State Government and other authorities. Contractor shall indemnify and hold the Company harmless for / against any loss, expenditure, claims and penalty etc., of whatsoever nature, to/on the Company in this regard due to the non-fulfilment of the obligations / violations by the Contractor.
- 8.2. Contractor shall register with the appropriate labour authorities of the Government having jurisdiction in accordance with the 'Contract Labour Rules 1971', or any other labour rules / regulations / laws, applicable from time to time, if necessary. This shall be required immediately after award of Contract by the Company. Contractor shall comply with all the Applicable Laws.
- 8.3. Contractor will be fully responsible for any and all disputes arising out of any Labour Act; Motor, Equipment / Vehicles Act; Income Tax Act; Payment of Wages Act; Pollution Control Act; Mines Act; EPF Act; Industrial Disputes Act etc., and will settle the same on its own. It is the responsibility of the Contractor to pay all



the Contractor Personnel as per requirements of Labour Laws / Payment of Wages Act in force and in case of any failure to do so / any claims, Contractor shall be fully / solely responsible.

- 8.4. Contractor will be required to observe and fulfil all the obligations under various enactments applicable to the nature of services provided by it under the Contract.

**9. ACCIDENT / DAMAGE / CLAIM LIABILITES:**

- 9.1. In the event of any accident or damage while an equipment / vehicle is on duty, the Company shall be completely free from any liability of any nature connected with the accident / damages. Contractor itself will be fully and exclusively responsible for any damage to equipment / vehicles or any personal injury to driver or any other person in the employment of the Contractor, occupants of the vehicle or any other person or damage to any property. This includes any third party claims. However, if any damage or loss is caused to Company or its employees as a result of any accident or any other reason involving failure of vehicle driver, Contractor shall reimburse actual cost or amount on demand and without any demur the compensation / damages for any loss sustained by the Company on this account.
- 9.2. Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by a vehicle / equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim / compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by its equipment / Vehicles.
- 9.3. The Company shall not be responsible for any claim / compensation that arises due to damages / injuries / pilferage to/ of Contractor's equipment / vehicles / property under any circumstances while the equipment / vehicle is on duty of the Company.
- 9.4. It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer-in-Charge or his authorized representative about occurrence of any accident as early as possible to avoid any disruption in Company's operations; provide substitute equipment / vehicle; and submit a detailed report to the Engineer-in-Charge or his authorized representative within 24 hrs for the record of the Company.
- 9.5. Absence of any equipment / vehicle due to any accident shall not entitle Contractor to any exemption from the liabilities under the Contract.



Arrangement of alternate / substitute equipment/vehicle is the responsibility of the Contractor.

#### **10. CONTRACTOR'S SPECIAL OBLIGATIONS**

- 10.1. It is expressly understood that Contractor is an independent contractor and that neither it nor its employees nor its sub-contractors are employees or agents of Company. However, Company is authorized to designate its Engineer-in-Charge, who shall at all times have access to all Contractor's Equipment, Contractor's Personnel and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Engineer-in-Charge at Company Supply Base / Wellsite as being in - charge of all Company personnel at Wellsite and Company Supply Base. The Engineer-in-charge may, amongst other duties, observe, test, check and control equipment / vehicles and inspect the Services performed by Contractor or examine records kept at Supply Base by Contractor.
- 10.2. Contractor shall arrange for transportation of all equipment, materials and vehicles etc. from the port/previous location to the place of work and back at the end of the Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / material to well site shall be Company's responsibility but payment of State Entry Tax shall be Contractor's responsibility.
- 10.3. Contractor shall forbid access to Supply Base and Contractor's Equipment to any person not involved in rendering of Services or not authorized by Company. However, this provision shall not be applicable to any Government and/or police representative on duty

#### **11. RIGHTS AND PRIVILEGES OF COMPANY**

Company shall be entitled –

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

- a) To inspect / check, at all times, Contractor's Items and request for replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.



- b) To reduce the rates reasonably, at which payments shall be made if Contractor is allowed to continue operations despite having certain deficiency in meeting the requirements as per provisions of the Contract.

## **12. DAMAGE TO CONTRACTOR'S EQUIPMENT**

### **12.1. Damage to or loss of Contractor's Equipment:**

Contractor shall at all times be solely responsible for any damage to or loss / destruction of Contractor's Equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by negligence of Company and/or its servants, agents, nominees, assignees. Contractor shall hold harmless and indemnify Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

- 12.2. Contractor shall ensure adequate insurance in respect of loss or damage to Contractor's Equipment.

## **13. CONSEQUENCES OF DEFICIENCY**

### **13.1. Deficiency**

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

- a. Items shall be provided by Company at the risk & cost of Contractor.
- b. Items/Equipment will be rented out to Contractor for a maximum period of 03 (three) months and the same should be returned by Contractor to Company within a specific date to be mutually agreed by Company and Contractor.
- c. Charges for the items/Equipment would be levied on actual basis + 15% of the cost as supervision charges and deducted from bills of Contractor.
- d. In the event the rented items/equipment are not returned by Contractor within the agreed period, rental Charges would be levied @ 1.5 times of the actual cost to Company.



- e. Deductible amounts will be calculated based on company determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.
  - f. In addition to provisions on safety specified in the Tender Document and other applicable statutory requirements, following penalty shall also be leviable for violations relating to Safety, Health & Environment:
  - g. Violation of applicable Safety, Health and Environment related norms - a penalty of Rs. 5,000/- (Rupees Five Thousand) per occasion.
  - h. Violation as above resulting in any physical injury - a penalty of 0.5% (zero point five percent) of the contract value, subject to a maximum of Rs. 1,00,000/- (Rupees One Lacs) per injury in addition to the Rs.5,000/- (Rupees Five Thousand) as in Item-01 above.
  - i. Fatal accident, a penalty of 1% (one percent) of the contract value subject to a maximum of Rs.5,00,000/- (Rupees Five Lacs) per fatality in addition to the Rs. 5,000/- (Rupees Five Thousand) as in Item-1 above.
- 13.2. Contractor shall be required to take a suitable Insurance Policy with a view to cover itself against the above penalties and submit a copy of the said policy to the Engineer -in- Charge before commencement of Warehousing & Logistics Management Services.

#### **14. WARRANTY AND REMEDY OF DEFECTS**

- 14.1. The Contractor shall carry out all of its obligations under the Contract and shall execute the Services in conformity with the specifications set forth in the 'Scope of Work'.
- 14.2. The Contractor shall ensure that the Services meet the Company's requirements with regard to any quality, quantity or specifications, which are set out in the Contract and shall be fit for purpose as per international practices.
- 14.3. The Contractor shall ensure that the personnel deployed are duly qualified and are, and will remain, sufficiently qualified, careful, skilful, diligent and efficient to enable the Services to be efficiently performed by the Contractor.

#### **15. FORCE MAJEURE**

- 15.1. 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.





15.2. 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.

15.3. 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.

**16. MINISTRY OF ENVIRONMENT & FORESTS (MOEF) GUIDELINES:**

16.1. Contractor shall take necessary measures to reduce noise levels at source at the worksites by providing mitigation measures such as proper acoustic enclosure to all the engine-driven equipment and meet the norms notified by MOEF.

16.2. The overall noise level in and around the location shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA Rules, 1989 and including any updates.

16.3. Wherever details have not been spelt out, all HSE (Health, Safety & Environment) matters should be guided in accordance with provisions of relevant clauses of Mines Act 1952, EP (Environment Protection) Act 1986, OIL Mines Regulation 2011& OISD standards and their subsequent amendments.

**17. 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.

## 18. TERMINATION OF CONTRACT

- 18.1. **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.
- 18.2. **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:
  - 18.3. 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.
  - 18.4. 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.
  - 18.5. 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.
  - 18.6. 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.



- 18.7. 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.
- 18.8. 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.
- 18.9. 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'.

## 19. 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.

### 19.1. 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.

### 19.2. 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.

## 20. PAYMENT & INVOICING

- 20.1. Contractor shall submit invoices to BPRL in respect of the Service rendered on monthly basis to the Company (not in piece meal) along with the measurement sheet duly verified and certified by Engineer-in-Charge or his authorized representative. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.
- 20.2. 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.
- 20.3. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 20.4. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.

## 21. LIABILITY

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

- 21.1. In the event of breach of any Applicable Law;
- 21.2. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- 21.3. In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- 21.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- 21.5. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other



Party for any kind of indirect 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.

## **22. 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.

## **23. 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.

## **24. 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.



## 25. GENERAL LEGAL PROVISIONS

- 25.1. **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.
- 25.2. **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.
- 25.3. **Language:** The ruling language of the Contract shall be the English language.
- 25.4. **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.
- 25.5. **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.
- 25.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

## 26. NOTICES

- 26.1. 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.
- 26.2. 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

## 27. PRICE EVALUATION CRITERIA

Price Evaluation of bids shall be done on Set-wise lowest quote basis.

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

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

### 29. CURRENCY OF QUOTE

Bidders have to quote in INR only.

### 30. EARNEST MONEY DEPOSIT

Bidders must submit interest free **EMDs** vide a Demand Draft drawn on Indian Nationalized Bank in favor of M/s **Bharat PetroResources Limited** payable at **Mumbai** as follows,

S. No.	Set	EMD Amount
1	Set-1 (Well locations (Vadod#01 & Chandial#01))	Rs. 1,00,000.00
2	Set-2 (Well locations (Demaliya#01 & Bhavda#01))	Rs. 1,00,000.00

**Bidders to note that EMD of Rs. 1,00,000.00 is required for each set i.e. if bidder intends to quote for both the sets, cumulative EMD amount of Rs 2,00,000.00 shall be submitted.**

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., 9<sup>th</sup> 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.

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.

### **31. 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.

### **32. DEFECT LIABILITY PERIOD: Nil.**

### **33. BID VALIDITY**

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred Eighty (180) 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 six months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof.

In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including forfeiting EMD and putting the tenderer/contractor on 'Holiday





listing'/ 'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

**34. VENDOR MASTER DATA :**

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

**35. CONFLICT OF INTEREST**

35.1. 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:-

35.2. 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.

36. The scope of work under this tender is non-divisible by Set-wise 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 on each Set basis.

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

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



### **39. Purchase preference Linked with Local Content Clause**

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

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

- 39.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 39.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 39.3. 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.
- 39.4. 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.
- 39.5. 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.
- 39.6. 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.

39.7. 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.

39.8. 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.

- 39.9. 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.
- 39.10. 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.
- 39.11. **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.

**39.12. 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.

39.13. **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.

40. 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.

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

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

**End of Part-6**



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

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**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)





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

**ANNEXURE- B**

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

To,

**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE: \_\_\_\_\_

Dear Sir

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

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE: \_\_\_\_\_

Dear Sir

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



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

**Annexure-D**

**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,

**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE: \_\_\_\_\_

Dear Sir

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



**FORM OF CONTRACT**

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

**WHEREAS**

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

**ARTICLE - 1**  
**CONTRACT DOCUMENTS**

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

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



## **ARTICLE - 2**

### **WORK TO BE PERFORMED**

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

## **ARTICLE - 3**

### **COMPENSATION**

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

## **ARTICLE - 4**

### **JURISDICTION**

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

## **ARTICLE - 5**

### **ENTIRE CONTRACT**

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

## **ARTICLE - 6**

### **NOTICES**

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



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

**ARTICLE-7**  
**WAIVER**

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

**ARTICLE-8**  
**NON-ASSIGNABILITY**

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of  
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.

End of Part 7