



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



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**Hiring of Warehouse Management and Logistics Services in
Operatorship Block, CB-ONN-2010/8 & CB-ONHP-2017/9,
Cambay Basin, Gujarat, India.**

Tender No: 1000334824

e-Tender Id : 61784

Domestic Open Tender



PART – 1
INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject: **Hiring of Warehouse Management and Logistics Services in Operatorship Block, CB-ONN-2010/8 & CB-ONHP-2017/9, Cambay Basin, Gujarat, India.**

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

1. This is a **Domestic Open two part bid tender** consisting of Techno-commercial bid (PART-A) and Price Bid (PART-B) as follows:

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

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

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

2. The entire bid shall be online only.

3. Offers should strictly be in accordance with the tender terms & conditions and Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

4. Please visit the website **<https://bpclproc.in>** for participating in the tender and submitting your bid online.



5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
6. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
8. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).
9. **EARNEST MONEY DEPOSIT:** Vendors must submit an interest free EMD for participating in this tender as mentioned in the Special Conditions of Contract (Part-6) of the tender document.
10. **Pre-bid meeting will be held on 31.07.2019 @ 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 **30.07.2019 @ 1500 Hrs (IST)** through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

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

13. Interested bidders, who are participating in the tender, are welcome to witness the techno-commercial opening of the bids at our office on bid opening date/time.
14. BPRL reserves the right to seek clarification / ask for additional documents from vendors, verify the originals and verify the credentials of the vendors with clients, if required.



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

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

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

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

Name	<u>RAKESH UJJAWAL</u>	<u>RAVI KUMAR BURA</u>
Contact No	+91-22-22175665, +919929095701	+91-22-22175672, +919892269446
Email Id	rakesh.ujjawal@bharatpetrorresources.in	ravikumar.b@bharatpetrorresources.in
Office Address	12 th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005 Board No : 022 -22175600 Fax No : 022-22154364	

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

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

Thanking you,
Yours faithfully,

For Bharat PetroResources Ltd.

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

End of Part 1



Part -2

General Instructions to vendors for e-tendering

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



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

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

For system related issues:

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

End of Part -2



Part-4

BID QUALIFICATION CRITERIA

I. BID QUALIFICATION CRITERIA:

A) Technical Criteria

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

A	ONE similar completed work, costing not less than the amount	Rs. 139.22 Lakh
B	TWO similar completed work each costing not less than the amount	Rs. 87.01 Lakh
C	THREE similar completed work each costing not less than the amount	Rs. 69.61 Lakh

Similar job means providing Warehouse Management & Logistics services.

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

Documents Required with Bid for meeting Technical Criteria:

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



B) Financial Criteria

1. The bidder should have achieved a minimum average annual financial turnover as mentioned below, as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), for the last three consecutive accounting years (English language only) ending Mar'18/Dec'18.

A.	Minimum average annual financial turnover for the last three consecutive accounting years.	Rs. 52.21 Lakh
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- ii. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

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

Documents Required with Bid for meeting Financial Criteria:

- i. Latest available audited Balance Sheets, Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending Mar'18/ Dec'18.
- ii. In addition to above mentioned financial documents in sl. no i, bidder to submit a Certificate from a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder, certifying year wise turnover and net worth figure of above financial documents.

C) Other Criteria:

1. The Bidder should not be barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them from carrying on business dealings with BPRL/MoPNG or serving a banning order by another Oil PSE.



2. The bidder should not be under liquidation, court receivership or similar proceedings.

At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

Documents Required for Other Criteria:

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

D) General Requirements

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

All the documents to be duly certified by Third Party Inspection Agencies (TPIA) accredited for verification of documents under "NABCB accredited bodies as per requirements of ISO/ IEC 17020 as Type-A" in QCI's NABCB website given here as on due date of bid submission

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php.

Bidder to submit the Certificate of Genuineness from TPIA as per the **Annexure-F**.

2. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid. In absence of such documents BPRL reserves the right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.
3. In case of BPRL Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate, certification by TPIA is not mandatory.
4. BPRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
5. All the charges for verification/ attestation will be borne by the bidders

End of Part -4

PART – 5 Scope of Work

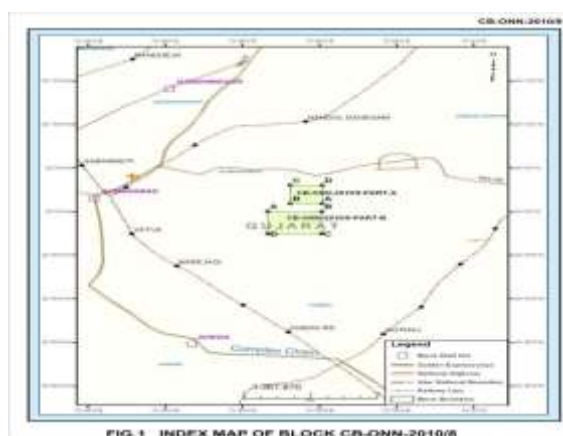
1. INTRODUCTION:

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

BPRL has drilled & tested 6 wells in the Block CB-ONN-2010/8. Further, BPRL plans to carry out workover operations, development well drilling, testing & completion activities in the Block CB-ONN-2010/8. For Block CB-ONHP-2017/9, BPRL plans to drill & test up to 3 exploratory wells. The wells are planned as vertical/directional exploration wells, and to be drilled to total depths of approximately 2000m. The tender for “Warehouse Management & Logistics services” is proposed to be floated for “Primary Term” of 6 firm wells i.e. PA#01, PA#02, DE#01 and Drilling of 3 new wells (1 development well & 2 exploratory wells) with a provision for “Extended Term” during testing of 2 optional which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. After completion of workover operations in Wells PA#01, PA#02 & DE#01, interim gap is expected before start of drilling operations for 3 Wells (1 development well & 2 exploratory wells).

Brief details about the blocks are as follows:

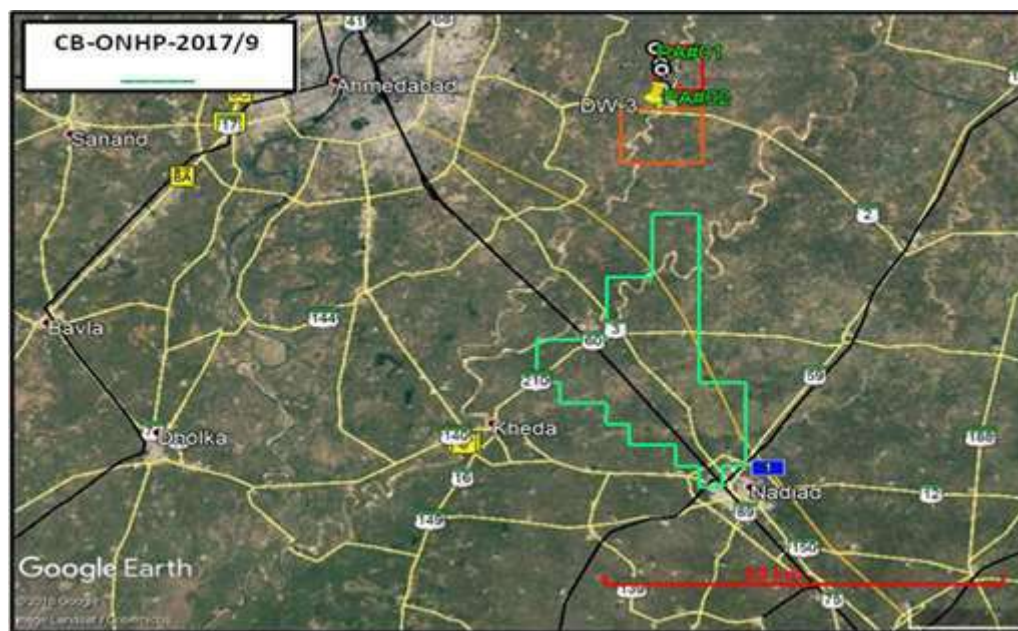
Block CB-ONN-2010/8: The block was awarded to the consortium of BPRL, Gas Authority of India Limited (GAIL), Engineers India Limited (EIL), Bharat Forge Infrastructure Pvt. Limited and Monnet Ispat and Energy by Government of India (GoI) under ninth round of New Exploration License Policy (NELP) bidding.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



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

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

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



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



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

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

2. SCOPE OF WORK

BPRL intends to hire Warehouse Management and Logistics services in and near Ahmedabad, Gandhinagar and Kheda district of Gujarat for its Workover testing and drilling campaign in Cambay Block CB-ONN-2010/8 & CB-ONHP-2017/9. Company's warehouse is located at Central Warehousing Corporation (CWC), Karachia, Vadodara, Gujarat which is approx.. 150 Km & 90 Km from drill sites CB-ONN-2010/8 & CB-ONHP-2017/9 respectively.

The Scope of Work shall include but not limited to the following:

- a. **Warehouse Management:** The Contractor shall be responsible for management of warehouse and shall report to BPRL's Logistics Supervisor for day to day coordination. The Contractor shall also be responsible for proper storage, transportation of materials, Inventory control etc.
- b. **Local Logistics Services:** The contractor shall provide Local Logistics including warehouse support to transport the equipments from warehouse to the Company drill site/s and vice-versa or from or to any other destination as per Company's requirement.
- c. **Material handling at warehouse for loading/unloading of materials:** Contractor shall provide all required manpower, equipment etc. for handling the materials at Warehouses, including issue and receipt of materials, loading of materials for transportation and unloading of materials received from other sources. Contractor needs to set up their office with required furniture, office equipment such as computers/printers/stationeries/internet connections/etc.
- d. **Provision of Vehicle for official duty of BPRL personnel:** The contractor shall provide vehicles along with the drivers with factory fitted devices such as A/C and all other major components for official duty of BPRL's personnel in and near operational area.

The Contractor's Supervisor shall report to BPRL's Logistics Supervisor and work under his guidance.



3. GENERAL REQUIREMENT

- 3.1 Contractor shall provide equipment, labour, materials and Services as per the scope of work Refer Bill of quantity.
- 3.2 Company may reduce the requirement of equipment, personnel and services as per actual requirement. Company further reserves the right to select all or part of any of the services, equipment, personnel and options specified in the Scope of Work at any time during execution of the Contract.
- 3.3 On placement of LOA, the contractor shall mobilize the total requirement within 15 days of issue of mobilization notice for the selected items or services.
- 3.4 Contractor shall be responsible for storing of material in the Warehouse in a good, safe, orderly and efficient manner.
- 3.5 Contractor shall provide required equipment and manpower for issue and receipt of materials, Loading and unloading moving in and moving out of materials.
- 3.6 Contractor shall provide new Materials Handling Equipment (MHE) e.g. wireline slings, hooks, shackles etc. along with inspection certificates.

3.7 **Local Transportation (Transportation to the drilling Site and Vice -Versa):**

The contractor shall be responsible for transport of materials from warehouse to Company drill site and from Drill site to warehouse through suitable transportation equipment as per Company requirement. Contractor shall endeavour to consolidate transportation of materials from warehouse to designated drill site in order to optimize the transportation costs. Contractor shall provide the transport services and shall comply with the following but not limited to:

- a. Transporting the Goods to and fro from Warehouse to company's drilling site or other sites or destinations as designated by Company.
- b. Documentation for truck/trailer to warehouse: Contractor warehouse supervisor will be qualified person experienced in computer documentation to prepare the dispatch documents as per statutory requirements and supervise the truck loading.
- c. Contractors shall use their Vehicles, Personnel, Fuel and Handling equipment to transport the goods to the designated sites.
- d. Contractor shall be responsible for loading and unloading of Company's material at warehouse by providing required labour assistance.
- e. Contractor should take utmost care while handling the equipments/materials to avoid any damage. Damages due to gross negligence of Contractor will attract penalty and Contractor has to bear the cost of damage materials/ goods.



3.8 Inventory Control

List of inventory at warehouse and its book value will be provided by the company, which shall be jointly checked and signed by company representative and warehouse supervisor before commencement of work. Contractor shall be solely responsible for maintenance of inventory in full force and effect at its expense. The contractor shall provide all necessary equipment and manpower for inventory control. The contractor shall be required to perform the following:

- a. Warehouse management with computerized inventory control system in Excel, the computer-generated inventory report detailing all transactions taking place at the specific period will be provided to keep Company abreast of the updated inventory status at all the time.
- b. Contractor shall conduct periodic cycle counts of Company inventory and ensure 100% accuracy of reported quantities. Any discrepancy shall be immediately reported to Company within 24 hours of discovery of the discrepancy. In case of any discrepancies in the quantities or loss or damage of material due to gross negligence of Contractor will attract penalty and Contractor has to bear the cost of damage/loss of materials as per book value.
- c. Contractor shall at all times keep Warehouse and Company's property clean and in an orderly condition.
- d. Being solely responsible for maintenance of Company files, Contractor shall keep and maintain proper books and accurate records of the movements of Goods at Warehouse and provide copy or proof of such records to Company as may be requested from time to time.

4. EQUIPMENT

Contractor shall provide the following equipment for Warehouse management & logistic Services:

- 4.1 One 3 ton forklift with additional boom and operator (vintage period not more than 8 yrs) on 9 hrs duty and overtime as applicable.
- 4.2 One 30 ton hydraulic crane with operator and helper (vintage period not more than 8 yrs) on 9 hrs duty and overtime as applicable. Crane will be used for lifting all types of drilling equipment e.g.; machineries; chemicals; drill pipes; barrels etc. and all other cargos as required in drilling & production operations. Truck mounted Telescopic hydraulic Crane with one extension.



- 4.3 One 8 MT Hydra with operator and helper (vintage period not more than 8 yrs) on 9 hrs duty and overtime as applicable.
- 4.4 One 40ft, min 25 MT Double/Triple axle trailer with driver and helper (vintage period not more than 8 yrs) on 12 hrs duty and overtime as applicable.
- 4.5 One 4 ton light weight Truck with operator and helper (vintage period not more than 8 yrs) on 12 hrs duty and overtime as applicable.
- 4.6 One no's air conditioned porta cabin office bunks 20ftx10ftx8ft at Drill site with seating arrangement for 2 personnel, fitted with necessary electrical fixtures, office equipment including but not limited to 1 x computer, 1 x printer (including supply of printer cartridges as and when required), 2 x tables, 4 x chair, 1 x almira etc. It may be noted that the Contractor shall be responsible to provide required rating of DG set for power supply for porta cabin. Porta cabin shall have facility for toilet facility with provision of water storage for daily usage. The contractor shall dismantle and remove bunks from the location along with all the fixtures and equipments upon issue of demobilization notice.
- 4.7 One no's air conditioned porta cabin office bunks 20ftx10ftx8ft at warehouse at Karachiya, Vadodara with seating arrangement of 2 personnel, fitted with necessary electrical fixtures, office equipment including but not limited to 2 x computers, 1 x printer (including supply of printer cartridges as and when required), 2 x table, 4 x chair, 1 x almira etc. The contractor shall dismantle and remove bunks from the location along with all the fixtures and equipments upon issue of demobilization notice.
- 4.8 Sets of new slings, hooks, shackles of adequate capacity to ensure uninterrupted operation throughout the period of the contract.
- 4.9 Wooden Planks (12" x 12" x 320 m) and wooden strips (4" x 3" x 1100 m) for stacking of tubulars at warehouse. The minimum length of wooden planks of 3"x4" and 12"x12" should be 5 meter each.
- 4.10 Any other equipment not mentioned above but required to complete the scope of work.
- 4.11 Contractor shall also provide 4 Wheel Vehicle for official duty of BPRL's personnel in and near operational area. Vehicles should be in neat and absolute working condition and should not be more than two years old from bid closing date. Following vehicles along with the drivers to be provided with factory fitted devices such as A/C and all other major components.
 - a. Two (6+1) seater Light passenger vehicles (1 vehicle on firm basis + 1 vehicle on callout basis) Innova / Mahindra Scorpio/Mahindra Marazzo/Tata Hexa / Xylo or Equivalent with min 1450 CC engine capacity, AC, Air bags on 24 hrs duty along with driver. (Vintage period not more than 2 years from date of bid closing date).



- 4.12 One Pick Up Vehicle or M&M Camper or equivalent (min. 2500 CC) (vintage not more than 3 years), on 12 hrs duty and overtime as applicable. This vehicle shall be utilized for transportation of personnel as well as small equipment to and from ware-house to drill site.
- 4.13 Contractor shall ensure that all the vehicles deployed must fulfil the following requirement:
- a. Vehicles should be fit in all respects for operation in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. These must be equipped with valid documents i.e., Registration Book, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), Drivers license & valid permits during the currency of the contract. This shall include annual permits / temporary road permits etc., if any required during and for the duty with the Company the responsibility of any lapse in the regard shall be that of the contractor's/ vehicle owner's exclusively. The Company shall in no way be responsible for any lapse/ default of the vehicle owner/ contractor, and the Company shall be completely indemnified and kept harmless by the contractor against such default.
 - b. All Toll tax / entry tax / Parking etc. shall be paid by the Driver (contractor) during the journey.
 - c. Contractor shall also provide the third party inspection certificates for Crane/ Forklift/ Hydra/ Trailers/ Trucks prior to mobilization. Any of these equipment mobilized without the third party test certificate shall not be accepted by BPRL.
 - d. All Vehicles deployed must have necessary permit for movement in states/area of operations as specified above. In case, duties may require movement of vehicle(s) outside from specified states/area of operation, the Contractor has to provide necessary Permits for which BPRL shall reimburse the amount paid to the appropriate authorities against submission of documentary proof.
 - e. Vehicles should have required tools, spare wheels, portable fire extinguisher and spares for repair to be carried out en-route.
 - f. The contractor shall ensure that all Log books are filled-in correctly and properly and signed by the BPRL's personnel on daily basis. Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor. Invoice shall be made on the basis of logbooks of trailer etc. and payment will be released accordingly.
 - g. The contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed/dry-cleaned to be provided at an interval as specified by the company.
 - h. The Contractor shall be able to provide replacement vehicle/equipment within 3 hours of any breakdown, if occurred. However, if the replacement is not



provided within 3 hrs of any breakdown, the day rate for the vehicle/equipment shall be deducted for the day.

- 4.14 The normal working hours of Forklift & Crane shall be for 9 Hours from 0900 hrs to 1800 hrs and Truck/Trailer & Pick up vehicle shall be for 12 hrs from 0800 hrs to 2000 hrs, but may get deviated from the mentioned time depending on exigencies of the work and right reserve with BPRL for the same. Overtime, as applicable shall be paid to personnel.
- 4.15 Vehicles deployed for “24 hours duty” should be manned with driver(s) on continuous basis. However, two drivers of 12 Hrs each duty roster shall be followed.
- 4.16 Year of Manufacturing: The bidder shall submit notarized copy of sale letter / purchase deed / lease agreement / booking letter from manufacturer or his authorized dealer (whichever is applicable) issued from the concerned authority in support of year of manufacturer (YOM) for the all offered vehicles.
- 4.17 The vehicles (Truck/crane/trailer/pick up vehicle/ car etc) offered must meet the RTO requirements & should have a valid license for field-operations.

5. PERSONNEL

Contractor shall provide as the following personnel in addition to the operators/drivers and helpers attached to their cranes/trailer/truck/hydra//forklift and other vehicles to perform the services effectively and efficiently as required by this Contract. Said personnel shall be allocated to the Work, shall be continuously available as and when required from the Commencement Date onward, and any proposed change in personnel shall be approved by Company in advance.

1 (one) no of qualified Ware House Supervisor to take care of ware house management

3 (Three) nos of roustabouts for loading/offloading and equipment maintenance at Ware house

Provision of Supply of Labour Services The Contractor shall arrange to supply the casual labour for Company’s operations at warehouse/ Drill site locations on as and when required basis and rates shall be paid as per the approved rates for roustabouts. Necessary labour license, if applicable and adequate insurance coverage for the labour staff shall be taken by the Contractor.

The Contractor shall ensure that the all the personnel deployed is provided “one (01) day’s off in a week” and provide alternative personnel for that day.



The Contractor shall ensure that all the personnel deployed shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.

Contractor will be responsible for food and catering service for their personnel at warehouse.

The personnel indicated above are tentative and BPRL reserves the right to reduce the number of personnel based on the operational requirement.

Normal working hrs per shift for personnel deployed at warehouse shall be from 0900 Hrs to 1800 Hrs but it may get deviated from the mentioned time depending on exigencies of the work and BPRL reserves the right for the same. Additional overtime charges as applicable will be payable for personnel if duration of working period exceeds the 9 hour period.

The contractor also needs to obtain the police verification and medical fitness done of all the drivers deployed to drive the vehicle and same should be submitted to BPRL Engg-In-Charge for records. The contractor shall remain solely and exclusively responsible for all consequences of actions carried out by his drivers or his representatives during execution of the contract. The driver shall be given with an operational mobile phone by the contractor for better communication purpose.

The contractor shall abide by the Payment of Wages Act. / Minimum Wages Act/Provident Fund Contribution and other relevant Labour Legislation in force.

The rate quoted by the contractor will be firm during entire contract period and no escalation is permitted.

6. REPORTING

Contractors will be required to adhere to the following reporting requirements:

To provide a Daily Report in a format acceptable to the Company. This report should detail, as a minimum:

- a. New Materials Received
- b. Materials Transferred to drill site or any other destination as per Company's instructions
- c. Materials received back from drill site.
- d. Stock Statement/ Inventory Control Register.



- e. Materials consumed in a well. This needs to be done along with wellsite drilling engineer/ Drilling Supervisor and logistics supervisor

On demand by the company for any specific report pertaining to logistic services/ warehouse management, Contractor shall prepare appropriately to include the relevant details and the format will be mutually agreed between the Company and the Contractor.

Physical Stock Verification Report shall be submitted by the Warehouse supervisor on monthly basis or on demand by the Company after physical verification of the stocks with company's representative/Company's Logistic & Material Supervisor.

Discrepancy report: Any discrepancy shall be immediately reported to Company within 24 hours of discovery of the discrepancy in writing.

Consumption Report: Contractor shall provide at the end of each well, a material consumption reports within 7 days of the end of operations on each well. This report shall contain the consumption of materials and equipment in the well and physical stock verification statement report shall be attached.

Physical Stock Statement at the end of the well.

Discrepancy report at the end of the well including but not limited to Over, Short & Damaged report (OS&D)

Contractor shall prepare a detailed report at the end of the drilling campaign to capture the problems encountered and propose recommendations and mitigation methods for future operations.

HEALTH, SAFETY AND ENVIRONMENT

Company HSE Policy Statement and Principles

The activities of the Contractor will be planned and executed as laid down in Company's HSE Policy Statement and Principles

Company Objectives: Contractor shall conduct his activities in order to-

Reduce Company and Contractor environmental impact as low as reasonably practical. Implement Company's corporate Health, Safety and Environment management system.

Company Safety Target

Company is committed to safety with a target of zero fatalities.



Safety targets for Company's activities shall be the total combined number of incidents for Company and Contractor personnel. Targets are reviewed annually in Company's H.S.E. Plan

Contractor shall make a similar commitment to safety with the same incident frequency or, in the event that Contractor's incident statistics are better than Company average, a 15% improvement upon Contractor's best performance.

Contractors Minimum HSE Standards

Contractor shall conduct its operation at least in accordance with the standards in Contractor's own Health Safety and Environment policy, Safety Plan and HSE Case and all relevant API publications, including but not limited to those listed below.

API Specifications:

- API spec 9A : Specification for wire rope
- API Rec. RP 9B : Recommended practice on application, care and use of wire rope for oil field service
- API Rec. RP 54 : Recommended practices for occupational safety and health for oil and gas well drilling and servicing operations
- API RP 500 : Recommended practice for classification of locations for electrical installations at petroleum facilities, First Edition, June 1991.

API Environmental Guidance Document Onshore solid waste management in exploration and production operations, first edition.

Personal Protective Equipment (PPE's)

Contractor shall provide clothing and equipment to each of Contractor's personnel on the Site as a minimum the following PPE's

- a. Eye protection
- b. Gloves
- c. Overalls
- d. Safety boots
- e. Wet clothing (Rain coats)
- f. Approved Safety helmet with ISI marks
- g. Each vehicle must be equipped with a portable fire extinguisher
- h. Any other safety equipment necessary to carry out the work



Bill Of Quantity

Table -1

MOBILIZATION AND DEMOBILIZATION CHARGES FOR VEHICLES, EQUIPMENT ALONG WITH MANPOWER

S.No.	Item	UOM	Qty.
1	Mobilization charges of 3 ton Forklift with additional boom including Operator Fuel and Lubricant (on 9 hrs duty) as specified in SOW (1 No.)	Lumpsum	2
2	Demobilization charges of 3 ton Forklift with additional boom including Operator Fuel and Lubricant (on 9 hrs duty) as specified in SOW (1 No.)	Lumpsum	2
3	Mobilization charges of 30 Ton Hydraulic Crane including Operator and Helpers, Fuel and Lubricants (on 9 hrs duty) as specified in SOW- (1 No.)	Lumpsum	2
4	Demobilization charges of 30 Ton Hydraulic Crane including Operator and Helpers, Fuel and Lubricants as specified in SOW (on 9 hrs duty)- 1 No.	Lumpsum	2
5	Mobilization charges of 8 MT Hydra with Operator and helper, Fuel and Lubricants (on 9 hrs duty) as specified in SOW- 1 No.	Lumpsum	2
6	Demobilization charges of 8 MT Hydra with Operator and helper, Fuel and Lubricants (on 9 hrs duty) as specified in SOW- 1 No.	Lumpsum	2
7	Mobilization charges of 40 ft min. 25MT Double/ Triple Axle Trailer including Driver and Helper, Fuel and Lubricants as specified in SOW (on 12 hrs duty)- 1 No.	Lumpsum	2
8	Demobilization charges of 40 ft min. 25MT Double/ Triple Axle Trailer including Driver and Helper, Fuel and Lubricants as specified in SOW (on 12 hrs duty)- 1 No.	Lumpsum	2
9	Mobilization charges of Air conditioned porta-cabin office bunks, 20ftx10ftx8ft at drill site with provision of required rating of DG set for power supply of porta cabin. Porta cabin shall have facility for toilet facility with provision of water storage for daily usage as specified in SOW.	Lumpsum	2
10	Demobilization charges of Air conditioned porta-cabin office bunks, 20ftx10ftx8ft at drill site with provision of required rating of DG set for power supply of porta cabin. Porta cabin shall have facility for toilet facility with provision of water storage for daily usage as specified in SOW.	Lumpsum	2



S.No.	Item	UOM	Qty.
11	Mobilization charges of Air conditioned porta-cabin office bunks at Warehouse, 20ftx10ftx8ft with facility as specified in SOW	Lumpsum	2
12	Demobilization charges of Air conditioned porta-cabin office bunks, at Warehouse, 20ftx10ftx8ft with facility as specified in SOW	Lumpsum	2

Table -2

OPERATING CHARGES FOR VEHICLES AND EQUIPMENT ON MONTHLY RENTAL BASIS

S.No.	Item	UOM	Qty.
1	Monthly Operating Rate (on 9 hrs duty per day) of 3 ton Forklift with additional boom including Operator Fuel and Lubricant as specified in SOW - 1 No.	Months	10
2	Over time Charges/Hrs over and above 9 Hrs duty of 3 ton Forklift with additional boom including Operator Fuel and Lubricant as specified in SOW - 1 No.	Hrs	150
3	Monthly Operating Rate (on 9 hrs duty/day) of 30 Ton Hydraulic Crane including Operator and Helpers, Fuel and Lubricants as specified in SOW - 1 No.	Months	6
4	Over time Charges/Hrs over and above 9 Hrs duty of 30 Ton Hydraulic Crane including Operator and Helpers, Fuel and Lubricants as specified in SOW - 1 No.	Hrs	90
5	Monthly Operating Rate (on 9 hrs duty/day) of 8 MT Hydra with Operator and helper, Fuel and Lubricants as specified in SOW - 1 No.	Months	4
6	Over time Charges/Hrs over and above 9 Hrs duty of 8 MT Hydra with Operator and helper, Fuel and Lubricants as specified in SOW - 1 No.	Hrs	60
7	Monthly Rental Charge (on 12 hrs duty) for 3000 Km per month of 40 ft, min. 25MT Double/ Triple Axle Trailer including Driver and Helper, Fuel and Lubricants as specified in SOW - 1 No.	Months	10
8	Extra Charges per Kilo Meter (KM) over and above 3000 km per month of 40 ft, min. 25MT Double/ Triple Axle Trailer including Driver and Helper, Fuel and Lubricants as specified in SOW - 1 No.	Kms	500
9	Night Halt Charge of 40 ft, min. 25MT Double/ Triple Axle Trailer including Driver and Helper, Fuel and Lubricants as specified in SOW- 1 No.	Nos	10
10	Over time Charges/Hrs over and above 12 Hrs duty of 40 ft, min. 25MT Double/ Triple Axle Trailer including	Hrs	150



S.No.	Item	UOM	Qty.
	Driver and Helper, Fuel and Lubricants as specified in SOW - 1 No.		
11	Monthly Rental Charge for 4000 Km/month on 12 Hrs duty per day of Pick Up Vehicle or M&M Bolero Camper or equivalent (min. 2500 CC) including Driver and Fuel as specified in SOW - 1 No.	Months	10
12	Extra Charges per Kilo Meter (KM) over and above 4000 km per month of Pick Up Vehicle or M&M Bolero Camper or equivalent (min. 2500 CC) including Driver and Fuel as specified in SOW - 1 No.	Kms	500
13	Night Halt Charge of Pick Up Vehicle or M&M Bolero Camper or equivalent (min. 2500 CC) including Driver and Fuel as per tender as specified in SOW - 1 No.	Nos	10
14	Over time Charges/Hrs over and above 12 Hrs duty of Pick Up Vehicle or M&M Bolero Camper or equivalent (min. 2500 CC) including Driver and Fuel as specified in SOW - 1 No.	Hrs	150
15	Monthly Rental Charge for 3000 Km/month on 24 Hrs duty of Vehicle of Light passenger vehicle-01 – Innova / Mahindra Scorpio/Mahindra Marazzo/Tata Hexa / Xylo or Equivalent with min 1450 CC engine capacity, AC, Air bags including Driver and Fuel as specified in SOW (on 24 Hrs Duty)	Months	10
16	Monthly Rental Charge for 3000 Km/month on 24 Hrs duty of Vehicle-01 of Light passenger vehicle-02 (On callout basis)– Innova / Mahindra Scorpio/Mahindra Marazzo/Tata Hexa / Xylo or Equivalent with min 1450 CC engine capacity, AC, Air bags including Driver and Fuel as specified in SOW (on 24 Hrs Duty) –	Months	10
17	Extra Charges per Kilo Meter (KM) over and above 3000 km per month of Vehicle of Light passenger vehicle-01 – Innova / Mahindra Scorpio/Mahindra Marazzo/Tata Hexa / Xylo or Equivalent with min 1450 CC engine capacity, (6+1) Seater AC, Air bags including Driver and Fuel AC including Driver and Fuel as specified in SOW	Kms	1000
18	Extra Charges per Kilo Meter (KM) over and above 3000 km per month of Vehicle of Light passenger vehicle-02 (On callout Basis) – Innova / Mahindra Scorpio/Mahindra Marazzo/Tata Hexa / Xylo or Equivalent with min 1450 CC engine capacity, (6+1) Seater AC, Air bags including Driver and Fuel AC including Driver and Fuel as specified in SOW.	Kms	1000
19	Monthly Rental Charge of Air conditioned porta-cabin office bunks, 20ftx10ftx8ft at drill site with provision of	Months	10



S.No.	Item	UOM	Qty.
	required rating of DG set for power supply of porta cabin. Porta cabin shall have facility for toilet facility with provision of water storage for daily usage as specified in SOW.		
20	Monthly Rental Charge for porta-cabin office bunks of Air conditioned porta at warehouse with all facility as specified in SOW	Months	10

Table -3

COST OF MATERIAL ON PURCHASE BASIS

S.No.	Item	UOM	Qty.
1	Wooden Planks of size 12'' x 12'' for storage of tubulars incl. of packaging, transportation and insurance charges. The minimum length of wooden planks 12''x12'' should be 5 meter each as specified in SOW.	Meter (M)	320
2	Wooden strips of Size 4'' x 3'' for storage of tubulars incl. packaging, transportation and insurance charges. The minimum length of wooden planks of 3''x4'' should be 5 meter each as specified in SOW.	Meter (M)	1100

Table -4

PERSONNEL CHARGES

S. No.	Item	No. Of Person	Unit	Quantity
1	Supervisor at Warehouse as specified in SOW	1	Man Shift	300
2	Overtime for supervisor as specified in SOW	1	Man Hour	150
3	Roustabouts at Warehouse as specified in SOW	3	Man Shift	300
4	Overtime for Roustabouts as specified in SOW	3	Man Hour	150
5	Labour on callout basis as specified in SOW	2	Man Shift	60
6	Overtime for Labour as specified in SOW	2	Man Hour	30



Note:

- a. All above Quantities are tentative and shall vary as per the operational requirement of the Company.
- b. Company shall have the right to utilize the materials either at proposed warehouse or Company's Drill site.
- c. Contractor shall provide all handling material (including wireline slings, shackles, hooks etc) required to load/unload casing, tubing and other materials at no additional cost to BPRL.
- d. Any cost including maintenance, operating, electricity, spares etc associated with contractor's equipment, vehicles, offices etc shall be borne by the contractor.
- e. The personnel indicated above are tentative and BPRL reserves the right to reduce the number of personnel as per the operational requirement.
- f. Contractor shall be responsible for boarding, lodging, accommodation, food and transport for all their personnel allocated to work at Company's warehouse.

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



- applicable along with the required personnel for BPRL Warehouse and operations of equipment / vehicles.
- 2.5. “Company warehouse” means the supply base of BPRL located near Vadodara, Gujarat State, India within a distance of around 120 kms from Drilling Location.
- 2.6. “Company Representative” / “Logistics Supervisor” means the person who is duly nominated by Company to represent it for its dealings with Contractor at Company warehouse and Drillsites.
- 2.7. “Company” or “Owner” or “Operator” or “BPRL” means Bharat PetroResources Limited), a public limited Company incorporated under the Companies Act 1956 and having its Office at Maker Tower, ‘E’ Wing, 9th Floor, Cuffe Parade, Mumbai – 400005 and includes its successors and assigns.
- 2.8. “Contract” means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.
- 2.9. “Contractor” means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.10. “Contractor’s Items” / “Contractor’s Equipment” means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under ‘Scope of Work’.
- 2.11. “Contractor Personnel” means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.12. “Contractor’s Representative(s)” means such person(s) who has been duly appointed by Contractor to act on Contractor’s behalf at site and whose appointment has been duly notified in writing to Company.
- 2.13. “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.
- 2.14. “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.
- 2.15. “LOA” means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
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- 2.16. "Associated Services" means the equipment and services asked for in the Contract, along with tendered Services.
- 2.17. "Breakdown Time" means the duration of the period for which all or any of Contractor's Equipment, or any part thereof causes discontinuation of Services and that will lead to zero rate.
- 2.18. "Contract Price/Value" shall mean the sum accepted or the sum calculated in accordance with the rates accepted by BPRL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities and to be borne by Contractor for payment in line with the statutes without any liability on BPRL for any of these charges. The prices shall remain firm during currency of the Contract unless specifically agreed to in writing by BPRL except the liability accrued due to specified statutory regulations.
- 2.19. "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at next 00:00 Hrs. (IST).
- 2.20. "Demobilization" means removal from Drillsite /Rigsite / Wellsite / Location of some / all of Contractor's Equipment, Goods and/or Contractor Personnel in accordance with a Demobilization Notice issued by Company to that effect. Upon expiry/termination/coming-to-an-end of the Contract, demobilisation shall include, with respect to Contractor's Equipment/Goods specifically imported for the Contract, customs clearance and re-export by Contractor out of India or to a SEZ location or transfer to another operator (authorized to receive such equipment by Applicable Laws) and the complete submission of all final reports to the Company in accordance with requirements of Applicable Laws in a manner reasonably satisfactory to the Company.
- 2.21. "Demobilization Notice" means the communication issued by the Company to the Contractor advising the latter to remove some/all of its equipment, materials and / or personnel from a Drillsite/Wellsite/Rigsite/Location upon completion of a Job/ expiry of Contract /termination of Contract.
- 2.22. "Facility" means and includes all property of Company, owned or hired, to be made available for services under this Contract and as is described in this agreement, which is or will be a part of Company property.
- 2.23. "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.
- 2.24. "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.



- 2.25. "Job" means provision of Warehouse Management and Logistic Services a particular Wellsite required to be carried out by Contractor as per Company's instructions as a part of Services.
- 2.26. "Mobilization" means taking of all actions / steps by Contractor, including making of all required Contractor's Equipment, Goods and/or Contractor Personnel, available at the location designated by Company in accordance with Mobilization Notice/ Call Out Notice issued by Company and being in readiness to commence the Services.
- 2.27. "Mobilization Date" means the date by which the Contractor shall be required to mobilize its equipment, materials and/or personnel at the Location/ Wellsite as shall be mentioned in the Mobilization Notice and be in readiness to commence Services.
- 2.28. "Mobilization Notice"/"Call out Notice" means any communications sent by Company to Contractor, subsequent to issue of the LOA, asking the latter to mobilize the required equipment, materials at Location/ Wellsite by the date specified therein. Contractor shall be required to mobilize all required Goods, Contractor's Personnel and/or Contractor's Equipment within the agreed period from the date of issue of Mobilization Notice/ Call out Notice by Company.
- 2.29. "Month" means a complete calendar month of the Year.
- 2.30. "Night Halt" means overnight stay of vehicles/equipment and or personnel as applicable at any place based on instruction/ requirement of Company.
- 2.31. "Reporting Place of Vehicles / Equipment" means any operational Site/Location viz. Company warehouse/ Drillsite/ BPRL office in or near Ahmedabad where a vehicle/equipment shall normally report for duty. However, the Reporting Place of Vehicles / Equipment may be changed at any time during currency of Contract, if such necessity arises.
- 2.32. "Suitable Substitute" means a similar vehicle/equipment of equivalent or higher model manufactured not earlier than the year of manufacture specified in 'Scope of Work' for respective vehicle/equipment subject to acceptance by 'Engineer In- Charge'.
- 2.33. "Operating Area" means those areas in Block CB-ONN-2010/8 and CB-ONHP-2017/9, Gujarat, India in which Company may from time to time be entitled to conduct Drilling Operations.



- 2.34. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' to be annexed to the 'Letter of Award' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.35. "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.
- 2.36. "Specifications" means and includes detailed description, statements of technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.
- 2.37. "Tender / Bid" means the proposal along with supporting documents submitted by Contractor for consideration of Operator/Company/BPRL.
- 2.38. "Third Party" means any party or entity other than Company and Contractor.
- 2.39. "Warehouse Management & Logistics Services" means provision of services of managing the warehouses/stores/yards located at Company warehouse, in the State of Gujarat, India; provision of office bunks along with office equipment; logistics management; and maintaining supply line to/from various Wellsites / Drillsites / Worksites / Locations in the Operational Area. Services provided will include supervision, material receipt & issue, loading/unloading, storage and transportation of materials & equipment in right conditions, maintaining proper documentation / records; issuance of material as per instructions of the Company; deploying & operating material handling equipment - cranes, hydra, forklifts, trailers; cars; trucks etc. at the warehouse(s) & yard(s); placement of light duty / heavy duty vehicles including trucks & trailers; handling of materials / equipment; generating various Reports & sending / receiving communications utilizing Computer System.
- 2.40. "Wellsite/ Drillsite / Rigsite/ Worksite/ Location" means the physical location where an oil or gas well is being drilled / is to be drilled by Owner.
- 2.41. "Wilful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious wilful act or conscious wilful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.



3. SCOPE OF WORK

- 3.1. Contractor shall perform the Services as described herein and specified in the 'Scope of Work' (Part 5 of the Tender Document) in connection with Company's Drilling and testing Programme.
- 3.2. As part of Services, Contractor shall furnish certain equipment / vehicles, materials, spares and the necessary personnel required to perform Services as per 'Scope of Work' and may include provision of certain other services within Contractor's capabilities that Company may request from time to time. Prices for any additional services, which are not specified in the Schedule of Rates, will be as per mutual agreement. Fuel required for Contractor's Equipment for conduct of Services at Drillsite/ Wellsite shall be arranged by Contractor at its own cost.

4. EFFECTIVE DATE AND CONTRACT DURATION

- 4.1. The terms and conditions of the Contract shall come into effect from the date of issue 'Letter of Award of Contract' ("LOA") by Company. Such date of issue of the LOA shall be the 'Effective Date' of the Contract.
- 4.2. "Commencement Date" of the Contract shall be the date & time when the Contractor completes Mobilization at Company Supply Base(s), pursuant to issue of Mobilisation Notice, in accordance with Mobilisation Clause.
- 4.3. The Contract shall be valid initially for a period of 18 months from the date of Contractor's Mobilization at Company warehouse (the 'Primary Term') unless the Contract is terminated earlier in accordance with various provisions of the Contract. The Company shall, at its option, have the right to extend the term of the Contract for a period of upto 6 (six) months with the same rates, terms and conditions by giving Contractor a written notice at least fifteen (15) days prior to completion of the Primary Term of the Contract.
- 4.4. Vehicles, equipment, material and personnel will be mobilized / demobilized in a phased manner as instructed by Company from time to time depending on work requirements.
- 4.5. The Contract shall automatically terminate upon expiry of the Primary Term, if the Company does not exercise its right to extend the 'Duration of Contract'; and upon expiry of the extended term, if the Company exercises its right to extend the Contract.

5. Mobilization

- 5.1. Completion of Mobilization: Mobilization of equipment, vehicles and personnel shall commence after issue of Mobilization Notice by the Company. Company shall indicate the required Mobilization Date in the Mobilization



Notice to be issued by the Company subsequent to the issue of 'Letter of Award of Contract' (LOA). A period of up to 15 Days shall be available to Contractor to complete mobilization from the date of issue of Mobilization Notice by Company.

- 5.2. Mobilization shall be deemed to be complete when the required equipment, vehicles and personnel, along with all materials required to support continuity of Services, as per details contained in the Mobilization Notice(s), are deployed at the Company warehouse and the Contractor is ready to provide the required Warehouse Management & Logistics Services. Upon completion of Mobilization, a statement stating that Mobilization has been completed in accordance with the requirements of the Mobilization Notice & terms of the Contract and giving details of the equipment, vehicles and personnel mobilized, signed by Contractor Representative, will be made available to Company for acceptance of Engineer-in-Charge.
- 5.3. Mobilization Charges should be quoted for each equipment / vehicle / personnel on lump sum basis as per the 'Price Bid Format' and shall cover all local and foreign costs including all duties, taxes etc. of Contractor to mobilize the particular equipment/ vehicle / personnel to the designated Company warehouse in a phased manner as per requirement of the Company.
- 5.4. Mobilization Charges will be payable after completion of Mobilization as per the Mobilisation Clause and certification thereof by Engineer-in-Charge.
- 5.5. If Contractor fails to complete the mobilization process strictly as per Clause Mobilisation Clause, necessary deduction for delay in Mobilization will be made as per the Liquidated Damages Clause.
- 5.6. After completion of workover operations in Wells PA#01, PA#02 & DE#01, interim gap is expected before start of drilling operations for 3 Wells (1 development well & 2 exploratory wells).
- 5.7. Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization strictly in accordance with provisions of Mobilisation Clause and within a period of 3 (three) days after expiry of the Mobilization Period.
- 5.8. No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Mobilisation Clause.

6. DEMOBILIZATION

- 6.1. Demobilization shall be completed by Contractor within 7 (seven) days of issue of Demobilization Notice by Company.



- 6.2. Completion of Demobilization: Demobilization shall be deemed to be complete once all Contractor's Equipment and Contractor's Personnel have been satisfactorily removed from the Company warehouse as per Demobilization Notice. Demobilization of Contractor's Equipment and Contractor's Personnel may be required to be carried out in separate phases. Therefore, Company may issue several Demobilization Notices and Contractor shall demobilize Contractor's Equipment and Contractor's Personnel strictly as per Demobilization Notice(s).
- 6.3. If the Contractor fails to complete the Demobilization within the period mentioned in Demobilization Clause , the Contractor shall be liable to pay the storage charges on the area occupied by the said Contractor's Equipments claimed by the warehouse as per prevailing storage charges rates.

7. CONTRACTOR PERSONNEL

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

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

8. FOOD, ACCOMMODATION AND TRANSPORTATION FOR CONTRACTOR'S PERSONNEL AT COMPANY WAREHOUSE

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

9. CONTRACTOR'S ITEMS / CONTRACTOR'S EQUIPMENT

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.

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.

Contractor shall maintain all Contractors' Equipment in good condition at all times.



10. PROVISION OF WAREHOUSE MANAGEMENT & LOGISTICS SERVICES

Contractor shall carry out all activities mentioned herein with due diligence in a safe and workmanlike manner and in accordance with accepted international oil field practices.

All Contractor's equipment, vehicles and materials to be provided by Contractor shall meet the respective specifications and shall be in good working condition.

11. OPERATIONAL NORMS & CONDITIONS

- 11.1. Vehicles, equipment and personnel shall be required to report to Sites / Locations as per directions of Engineer-in Charge and may be required to stay overnight on temporary duty.
- 11.2. The Contractor shall deploy equipment / vehicles conforming to specifications with all- requisite factory fitted accessories, tools, and spare wheels and other equipment so as to attend to any sudden breakdown in the shortest possible time.
- 11.3. The Contractor shall maintain the equipment / vehicles in an absolutely good working condition. If any equipment / vehicle breaks down while on duty, the Contractor shall immediately repair and remedy the same. In case of failure of the Contractor to repair the equipment / vehicle within 24 hours or if Company operations suffer on account of non-availability the equipment / vehicle within 48 hours. In such cases, payment for the day(s) of absence will be deducted which shall be calculated on pro-rata basis. If the Company makes alternative arrangement, the Contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of payment for day(s) of absence.
- 11.4. The Contractor shall provide fuel, lubricants, all necessary manpower including operators and helpers, as applicable, for operation of equipment / vehicles mobilized.
- 11.5. In case any equipment / vehicle gets totally damaged due to an accident, the Contractor will provide alternate vehicles(s) of similar / matching type within "twenty four (24) hours' from the occurrence of the accident. In case of non-compliance, penalty as specified in clause 22 below will apply, after the first 24 hours, for each no. of vehicle will be imposed on the Contractor.
- 11.6. Operators / helpers of equipment / vehicles shall not be normally changed during currency of Contract, unless so required in accordance with requirements of Applicable Laws. The Contractor shall ensure that the operators / helpers provided with equipment / vehicles are disciplined, courteous and behave properly with Company Personnel. The Contractor shall withdraw such operators / helpers from duty, who does not behave in a proper



/ disciplined manner. Company's decision in this regard shall be final and binding on the Contractor. In case of failure of the Contractor to withdraw such operators / helpers from duty, the equipment / vehicle(s) shall not be accepted for duty and shall be considered as equipment / vehicle(s) not provided by the Contractor and penalty as applicable shall be levied.

- 11.7. The Contractor shall have to make its own arrangements for the stay of Contractor Personnel including night- halt, etc. at its own risk and cost and also for repairs, refuelling, etc. of its equipment / vehicles(s) as per requirement. However, the Company shall pay night-halt charges as mentioned in SOR in case of Night Halt.
- 11.8. The Contractor will be required to provide equipment / vehicles / personnel only conforming to the specifications of the tender as and when required to do so. In exceptional circumstances, the company may, however, accept a suitable substitute equipment /vehicle other than that specified in the Contract.
- 11.9. In case any equipment / vehicle is withdrawn from duty by the Contractor or if it fails to provide a substitute equipment / vehicle or provide an equipment / vehicle which is not in acceptable condition, no payment shall be made to the Contractor for that equipment/vehicle for those day(s).
- 11.10. The Contractor shall ensure not to carry any unauthorized passenger in the equipment /vehicles during duty hours.
- 11.11. Speedometer, Kilometres Recorder and other instruments / meters must be maintained at a high standard of accuracy, as applicable. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometres for such distance / places as verified and certified by the Company Personnel shall be final and binding on the Contractor for the purpose of billing, etc.
- 11.12. The Company shall provide space in Company warehouse for Contractor Personnel to do office work for the required number of personnel as may be specified by Company to coordinate the movement of materials, equipment and vehicles.
- 11.13. In case any equipment / vehicle is hired by Contractor from other sources and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted by the concerned party indicating its willingness for deploying the equipment / vehicles through the Contractor, and under any circumstances it shall not have any right to make any claim whatsoever to the Company.
- 11.14. Contractor shall be responsible to obtain labour licence, if applicable, under provisions of the Contract labour (Regulation & Abolition) Act, 1970 from the



Office of Assistant Labour Commissioner (Central), Ministry of Labour, Government of India of the respective State.

- 11.15. Contractor shall be liable to obtain/abide by all necessary licences / permissions / regulations from the concerned authorities as provided under various Labour Legislations / Applicable Laws.
- 11.16. Contractor shall discharge all its obligations as provided under various statutory enactments 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; Workmen Compensation Act 1923; and all other relevant acts, rules and regulations notified from time to time.
- 11.17. Contractor shall be solely responsible for payment of wages and other dues to the personnel deployed by it latest by 7th day of the following month. Contractor shall ensure payment of wages to the persons employed and meet all statutory obligations regarding payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.
- 11.18. While conforming to any of these requirements / conditions, Contractor shall ensure that no applicable act or rules regarding labour welfare etc., are violated. Contractor shall indemnify Company for any action brought against it for violation, non-compliance of any applicable Act, Rules & Regulations thereunder.
- 11.19. Persons proposed to be deployed as drivers / operators / helpers etc. by Contractor shall be medically examined and declared fit by a qualified medical practitioner. Contractor shall undertake and ensure that the personnel engaged by it do not suffer from any communicable diseases.
- 11.20. Equipment / vehicles shall not leave the specified duty point for any purpose without the specific permission of the Company
- 11.21. Duty hours and/or kilometer run of the hired equipment / vehicles shall be counted from the reporting time of the hired equipment / vehicles at the designated place on a day - to - day basis wherever required / applicable. Equipment / vehicles will be required to report for duty at a particular nominated site / place. In case it is required to report at any other place directly, kilometer run from the 'nominated site' to the 'reporting site' shall be payable and no other charges shall be paid.
- 11.22. Contractor Personnel shall abide by the existing security and safety rules / regulations/precautions as per instructions given by Company from time to time. Contractor and Contractor Personnel may also be required to take pledge of secrecy and non-divulgence of the nature of work of the Company.



- 11.23. The Company shall not be responsible for any claim / compensation that may arise due to damages/ injuries/ pilferage to Contractor's Equipment / vehicles / property / drivers / operators / other staff, etc. under any circumstances.
- 11.24. Contractor shall ensure that its drivers refrain from smoking at the Company premises, public places and while on duty. Contractor Personnel shall also ensure that no inflammable substances of any nature shall be carried by equipment / vehicles / Contractor Personnel at installations, camp stations, stores, yards, etc. while on duty. Contractor Personnel shall also ensure that they abide by usual and special rules regarding safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at Worksite.
- 11.25. Contractor shall be solely responsible for and indemnify the Company against all charges, dues, claim etc. arising out of the disputes, if any, relating to dues of and employment of personnel deployed by it.
- 11.26. Contractor shall maintain an adequate inventory of spares for its equipment / vehicles to meet any possible breakdown requiring minor repairs for defects developed during the course of provision of Services.
- 11.27. Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by it.
- 11.28. Contractor shall ensure regular and effective supervision and control over the Contractor Personnel deployed by it and give them suitable directions/ instructions for undertaking discharge of its contractual obligations.
- 11.29. Contractor shall be required to maintain registers and records as required under different laws including salaries paid to its employees working under the Contract which shall be produced on demand by Engineer-in-Charge or his authorized representative.
- 11.30. Contractor shall take care of the health and insurance of all the Contractor Personnel deputed for providing Services under the Contract.
- 11.31. The Contractor Personnel should be conversant with the local language. Contractor Personnel deputed for office work shall be conversant with use of Hindi & English and shall be conversant with the use of computers for communication purposes.
- 11.32. During currency of the Contract, the Company may increase / decrease the number of equipment / vehicles / personnel depending upon requirement and meeting the requirement accordingly shall be obligatory and binding on the Contractor. The Company shall have right to ask for the required equipment / vehicles / personnel in a phased manner also depending on the requirement.



11.33. In case of any accident of Contractor's Equipment/ Contractor's Personnel or pilferage / theft / loss of Company's material from a warehouse or during transit from/to Company warehouse, Drillsite, Location or Worksite, Contractor shall lodge the required FIR with the local police station and complete other procedural formalities.

12. VEHICLE DOCUMENTS

The equipment / vehicles deployed by the Contractor shall be fit in all respects for operation in accordance with the Motor Vehicle Act and the other rules, regulations and laws applicable from time to time. The equipment / vehicles must be equipped with all required valid documents viz. Registration Book, Pollution Control Certificate, Insurance Certificate, Fitness Certificate, Road Permits (which includes all permits for towing) etc. with taxes, fees, levies paid up – to - date during the currency of the Contract. This shall include annual permits / temporary road permits and parking fees etc., if any, required during provision of Services to the Company. The responsibility of any lapse in the regard shall be that of the Contractor exclusively. The Company shall in no way be responsible for any lapse / default of the vehicle owner / Contractor. The Company shall be completely indemnified and kept harmless by the Contractor against such defaults.

13. LABOUR LEGISLATION AND OTHER ENACTMENTS:

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-fulfillment of the obligations / violations by the Contractor.

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.

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.

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



14. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION)

Acceptance of equipment / vehicle in the Service of Company will be subject to inspection of vehicle documents and documents of the driver, by an authorized Company Representative. Such inspection(s) will be carried out initially before first acceptance of the vehicle/equipment and thereafter both at an appropriate periodical gap and by surprise checks at the discretion of the Engineer-in-charge. The decision with regard to the acceptance or rejection of a vehicle / equipment, offered by Contractor shall rest with the Company and its decision shall be final and binding. Any certificate, obtained from any officer of Government such as a M.V.I. etc. and produced by Contractor to the Company, stating that the condition of the equipment / vehicles offered / placed for providing Service to Company is satisfactory, shall not be binding on the Company. The Company shall have an absolute right to accept or reject the same.

15. LOG BOOK MAINTENANCE

In case the log book is not got filled-in by Contractor correctly and properly or if there is any objection, the concerned bill(s) may be returned by Company for getting the objections rectified. Logbooks must be got filled in from users on a day-to-day basis.

Separate logbook for each month will be required to be maintained for each vehicle. These shall be duly filled-in all the columns and signed by the authorised officer of the Company with all details. All the bills will be verified on the basis of logbooks of the vehicles deployed. If the name and designation of the user / officer is not clearly identified, the payment for such journeys may not be admitted.

Responsibility for getting the daily KM runs properly entered in logbooks in all respects to tally the distances run and places visited shall be entirely of Contractor.

Opening KM reading and closing KM reading shall be taken from the notified reporting place and not from Contractor's garage / office / residence. The opening KM reading in log books shall be filled in immediately upon reporting for duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

16. ACCIDENT / DAMAGE / CLAIM LIABILITIES:

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.

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.

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.

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.

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

17. CONTRACTOR'S SPECIAL OBLIGATIONS

- 17.1. It is expressly understood that Contractor is an independent contractor and that neither it nor its employees nor its sub-contractors are employees or agents of Company. However, Company is authorized to designate its Company Representative / Engineer-in-Charge, who shall at all times have access to Contractor's Equipment, materials and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Company Representative at Wellsite as being in-charge of all Company and Company Designated Personnel at Wellsite and Base Camp. Company Representative may, amongst other duties, observe, test, check and control provision of Services performed by Contractor and examine records kept at wellsite by Contractor.
- 17.2. Contractor shall arrange for inland transportation of all Contractor's Equipment, etc. from the port/previous location/Contractor's Base to the place of work and back at the end of Work/Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / Goods to Wellsite shall be Company's responsibility but payment of 'State Entry Tax' shall be Contractor's responsibility.
- 17.3. In case Contractor imports equipment etc. on re-export basis, Contractor shall ensure re-export of the equipment and all consumables and spares (except those consumed in provision of Services during the Duration of Contract) and



complete all documentation required upon completion of Services/termination/expiry of Contract. Company will issue necessary certificates etc. to facilitate re-export as required. Contractor shall arrange for re-export of Equipment within a period of thirty (30) days from the date of issue of 'Demobilization Notice' by Company. If the re-export is not completed within the specified period or not block transferred as per provisions of the Applicable Laws, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by Company from Contractor's bills and/or security deposit.

- 17.4. Contractor shall fully warrant that all the Goods/Consumables offered by it shall be new, unused and of first quality according to specifications and shall be free from defects.

18. RIGHTS AND PRIVILEGES OF COMPANY

Company shall be entitled to –

- 18.1. Check Contractor's Items before and after mobilization. If the same are not found in good order or do not meet specifications as per 'Scope of Work' or in case of non-availability of some of the Contractor's Items listed therein, Contractor may not be allowed to commence or resume operations until Contractor has remedied such default.
- 18.2. Change the drilling/testing/completion programme to complete or abandon operations in any well at any time.
- 18.3. Check, at all times, Contractor's stock level, to inspect Contractor's Items and request for renovation or replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.
- 18.4. To reduce the rates reasonably, at which payments shall be made to Contractor if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision of the Contract.

19. EMERGENCY

- 19.1. Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over operation of Contractor's Equipment and direct Contractor's Personnel accordingly in the event Company's interest so demands. In such case, Company will notify Contractor of its decision and within three (3) Days confirm such notice in writing, setting forth the reasons for its action.
- 19.2. In such event, Company shall pay Contractor in accordance with terms of the Contract as if Contractor was carrying out the operations.



- 19.3. All operations so conducted shall remain at the risk of Contractor to the extent Contractor is covered by insurance. When the well has been completed or when the conduct of operations has been returned back to Contractor, the equipment shall again be put at Contractor's disposal in the same condition as they were at the time the operations were taken over by Company, taking into account normal wear & tear and any inherent defects at the time of being taken over by Company.

20. DAMAGE TO CONTRACTOR'S EQUIPMENT

- 20.1. 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.

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

21. CONSEQUENCES OF DEFICIENCY

- 21.1. Deficiency in Provision of Equipment, Manpower & Goods

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

- i. Items shall be provided by Company at the risk & cost of Contractor.
- ii. Items/equipment will be rented out to Contractor for a maximum period of 3(three) months and the same should be returned by Contractor to Company within a specific date to be specified by Company.
- iii. Charges for the items/equipment/manpower would be charged on (actuals + 15% of the same as supervision charge) basis and deducted from bills of Contractor.



- iv. In the event the rented items/equipment are not returned by Contractor within the specified period of three months, rental charges would be charged @1.5 times of the actuals.
 - v. Deductions will be calculated based on 'Company Determined Cost', which shall be treated as final, basis of which shall be provided to Contractor.
 - vi. 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:
 - 1. Violation of applicable Safety, Health and Environment related norms - a penalty of Rs.5,000/- (Rupees Five Thousand) per occasion.
 - 2. 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.
 - 3. 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.
- 21.2. 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 Management & Logistics Services.

22. LIQUIDATED DAMAGES AND PENALTY

22.1. Liquidated Damages

- i. In the event Contractor fails to complete Mobilization strictly in accordance with Mobilisation Clause, then Liquidated Damages @ 1% of Contract Value for every week of delay or part thereof upto a maximum of 5% of Contract Value will be deducted from the Invoice(s) value.
- ii. 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.



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

22.2. Penalty

- i. In the event of failure or delay of the Contractor in placing the required equipment / vehicles/ manpower at the disposal of the Company or if the equipment/ vehicle/ manpower deployed by Contractor is not acceptable to Company for any reason whatsoever, the Company shall have the right to:
 - 1. recover from Contractor @ 1.5 times of the pro-rata rate per day of the monthly hire-charges of a particular alternative equipment / vehicle and/ or @ 1.5 times of the rate per shift charges of personnel. Company also reserves the right to terminate the Contract, in case Services hired remain absent from duty 'continuously for five [05] Days' at a stretch or 'ten [10] cumulative Days' in a period of 'one [01] year';

OR

 - 2. arrange alternative equipment / vehicle/ personnel from third party at the risk and cost of Contractor. In this case, actual cost + 15% paid by Company for arranging alternative equipment / vehicle/ personnel from third party will either be reimbursed by Contractor to Company or recovered by Company from the Contractor.
- ii. The penalty specified in above clause will apply after completion of Mobilization. The cost and expenses recoverable from/ payable by Contractor under this Clause, however, not be limited to the outstanding amount or 'Security Deposit' etc. due to Contractor and Contractor will be liable to reimburse the entire cost to BPRL.



23. WARRANTY AND REMEDY OF DEFECTS

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

24. COMPENSATION FOR CONTRACTOR

24.1. Rates

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

- 24.2. The Rates contained in this Clause and 'Schedule of Rates' are based on Contractor's operations being conducted on a seven (07) day week and twenty-four / twelve / nine hours work Day, as applicable. The rates payable under this Contract shall be fixed and firm, and not subject to change for any reason whatsoever unless specifically mentioned herein.



- 24.3. No rate other than 'Demobilization Charges' for Contractor's Items will be payable by Company after issue of Demobilization Notice by Company.
- 24.4. The rates include all expenses including fuel, oil, lubricants, establishment, all expenses on drivers viz. salaries as per labour regulations, toll tax, permits, repair & maintenance (including provision of breakdown maintenance, reserve taxi etc. whatsoever required) etc. for performance of Services under the Contract. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, Dues payable to Government, Local Authorities and Municipal Authorities, comprehensive insurance, local service and any other expenses wherever or whatsoever necessary for continuance/ operation of Services.

24.5. Rates for Personnel

The rates are all inclusive rates for personnel and specifically include, without limitation, the following:-

- i. Salaries All costs, premia and payments for personnel including but not limited to salaries/wages, allowances, bonuses, incentive payments, overtime, pensions, holidays, severance payment in lieu of notice, employer's insurance, work permits and all other payments made or costs incurred in engaging personnel;
- ii. Rotation: The cost of interim travel to and fro from any location including traveling days, accommodation, subsistence, travel tickets, etc., for all personnel working at site on the 28 day rotation basis or other rotation, as may be worked from time to time at Company's option. No additional payment shall be reimbursed for shorter possible rotation periods unless the delay in handover between relieving personnel is due to Company's own operational requirements. In that instance all reasonable and properly substantiated net reasonable costs will be met. On crew changeover days only one personnel day rate shall be reimbursed;
- iii. Expenses Including fares or transport, subsistence allowances, traveling time, visas, medical cover and expenses, including accommodation or camp facilities;
- iv. Insurances as may be required including but not limited to Employer's (contractor) Liability Insurance, Public Liability Insurance, Insurance for Contractor's Equipment & Contractor Personnel, Health Insurance including provision for medical evacuation of Contractor's personnel;
- v. Welfare Any other outgoings or prescribed payments including contributions relating to national or local industrial agreements, safety induction courses and emergency procedure testing;



- vi. Training Including, but not be limited to, attendance on site at Safety Induction Course; Testing & Emergency Procedure Testing; On-site or On-location Training/ Safety Drills as may be required either by Company or Contractor, and such other on-site training as Contractor may normally provide.
 - vii. Mob & Demob Costs The charges payable for all Contractor Personnel are inclusive of all mobilisation and demobilisation costs for all Contractor Personnel and no extra charges shall be payable on this account.
- 24.6. Mobilization Charges: The lumpsum payable for Mobilization Charges specified in Schedule of Rates for various Contractor's Items shall become due to Contractor when mobilisation of concerned equipment / vehicle, which Company has required to be mobilised, has been completed in accordance with Clause 5 above and shall cover all costs incurred by Contractor before and until completion of Mobilization as per the Clause 5 above.
- 24.7. Demobilization Charges: The lumpsum payable for Demobilization Charges specified in Schedule of Rates for various Contractor's Items shall become due to Contractor when demobilisation of concerned equipment / vehicle, which the Company has required to be removed, has been removed and / or re-exported (as applicable).

No other payments shall become due after the commencement of Demobilization. Demobilization shall start as soon as Engineer-in-Charges issues Demobilization Notice to the Contractor. No day rate shall be applicable during Demobilization period and only applicable Demobilization Charges will be paid upon completion of Demobilization as per the Clause 6.2 above.

The lumpsum for Demobilization for an equipment/vehicle shall cover all expenses incurred by Contractor to carry out Demobilization that particular equipment / vehicle without any exception.

In case of termination of contract by Company or by Contractor, demobilization Charges would not be paid to the Contractor unless specifically mentioned elsewhere in the Contract. On completion of demobilization, Contractor has to furnish a written confirmation that it has completed demobilisation in accordance with all Applicable Laws.

24.8. Rate Conflict

In any case where two or more rates could apply to a given situation, the Contractor accepts that Contractor shall be paid at the lowest applicable rate.



25. TERMINATION OF CONTRACT

- 25.1. **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.
- 25.2. **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:
- 25.3. 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.
- 25.4. 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.
- 25.5. 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.
- 25.6. 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.
- 25.7. 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.
- 25.8. 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.



25.9. 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'.

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

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

27. PERMITS & LICENCES

27.1. Ingress and Egress At Locations

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

27.2. Verification of Character and Antecedents of Contractual Manpower

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

- i. Undertaking from Contractor that the character and antecedents of the person(s) proposed to be deployed by it are impeccable.
- ii. Undertaking from Contractor that it has scrutinized the previous working of the person(s) proposed to be deployed by it and there is nothing adverse as regards his/her character and antecedents.
- iii. Along with the above mentioned undertakings, Contractor will provide certified photocopies of 'Police Verification Certificates' for inspection



by an authorized representative of BPRL. Contractor has to obtain 'Police Verification Report' (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has/have been residing for the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police Verification Report' should be obtained from that area where the person(s) has/have stayed last.

27.3. Licences

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

28. LIABILITY

a. Contractor's Equipment

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

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

- ii. If any of Contractor's or its sub-contractor's down-hole equipment, gets lost in a well, Company may, at its sole discretion, decide to fish out such equipment. If Company does not pursue or discontinues fishing operations to fish out Contractor's Equipment, provisions of **Clause (iii)** below shall apply.
- iii. Subject to **Clause (vi)** below, Company shall be responsible for damage to or loss of Contractor's Equipment below the rotary table and shall reimburse Contractor the depreciated replacement cost or cost of repair, as applicable, for the item lost or damaged, less all proceeds from insurance on the item lost or damaged. The replacement cost shall be computed by taking seventy-five percent (75%) of the original



actual cost of the down-hole equipment and then depreciating that amount on a straight-line basis @ 20% (twenty percent) per annum commencing on the 'Commencement Date for Charges' of that equipment under the Contract. Contractor shall provide details of cost of Contractor's Equipment below the rotary table within 30 Days of signing of the Contract.

- iv. Notwithstanding the above, or any other provision of the Contract to the contrary, Company shall not be responsible for damage to or loss of Contractor's Equipment below the rotary table where such loss or damage is caused by the Wilful Misconduct of Contractor's Personnel, or use of damaged or defective equipment or the negligent or intentional use of fatigued equipment, or abuse of such equipment.
- v. Whenever any loss, damage or destruction of/to any of the Contractor's Equipment as referred above occurs, the Contractor shall immediately notify the same to Company describing the circumstances of such loss / damage.
- vi. Whenever the Contractor makes any claim pursuant to the provisions under **Clause (iii)** above, the Contractor shall furnish the following documents / information in support thereof:
 - List of equipment or other property lost, damaged or destroyed,
 - Extent of damage,
 - Copy of purchase invoice
 - Customs Clearance Vouchers, Invoices or any other documents indicating the date of import (or clearance from SEZ, as the case may be) of the equipment in India.
 - Costs of repairs, if any, supported by evidence of the same.
 - Customs duty paid in case of spares, consumables, accessories, explosives etc.
 - Depreciated Value of the damaged/lost equipment as per Contractor's books of accounts.
- vii. In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement/ repair shall be treated as fresh cases under the Contract. Mobilization period and payment of charges towards Mobilization shall be governed accordingly except under events of Wilful Misconduct on the part of the Contractor.



- viii. It is understood that pending receipt of claim supported by the required documents/information mentioned above, no payment shall be due to the Contractor on this account. In the event that Contractor's Equipment or property is lost, undisputed portion of such loss shall be reimbursed by Company within one (1) Month from the date of submission of details of the claim by Contractor.
- ix. It is understood and agreed between the Parties that the loss, destruction or damage to Contractor's Equipment other than as provided above shall be to the account of Contractor.
- x. If any of Contractor's Equipment is lost in hole after completion of Mobilization and before issue of Demobilization Notice, Contractor shall provide replacement thereof within a maximum period of 15 (fifteen) Days from the date of loss/ damage thereof.

b. Liability for Well or Reservoir

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

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

c. Pollution Or Contamination

- i. Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.
- ii. Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and



save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oils, gas, water or other substances, save and except pollution or contamination for which the Contractor assumes liability in terms of **Clause (c.i)** above

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

- iii. In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and Company, to be the same as of the Party for whom the work was being performed and all of the obligations respecting defence, indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

29. INDEMNITY

- d. Except as otherwise provided herein, Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults of the Company.
- e. The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.
- f. The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company



and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for loss or damage to equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arise out of or in connection with performance of the Contract.

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



caused, occasioned by or contributed to by Wilful Misconduct of the Contractor.

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

30. LIMITATION OF LIABILITY

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

31. INSURANCE

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

31.2. Waiver of Subrogation

All insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in Clause 27 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

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

31.3. Certificate of Insurance

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



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

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

31.4. Deductibles

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

31.5. Insurances required by Sub-contractors

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

32. 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.

33. FORCE MAJEURE

33.1. 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.

33.2. 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.

33.3. 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.



34. 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.

34.1. 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.

34.2. 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.

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

35. PAYMENT & INVOICING

35.1. The Company shall not be liable to make any other payment to Contractor except the agreed hiring charges for equipment & personnel, unless specifically provided for herein. The rates payable for equipment / vehicles shall include all the associated expenses on that account viz., salary of personnel as per labour regulations (including bonus, overtime etc.), uniform, all taxes, parking charges, permit, repair & maintenance of equipment / vehicles, including provisioning of preventive maintenance & break down maintenance, reserve vehicle etc. whatsoever required for specific performance of this contract.

35.2. Contractor shall submit invoices duly certified by designated officers of BPRL in respect of the Service rendered by it in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and



certified by Engineer-in-Charge or his authorized representative. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.

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

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

35.5. All rental charges for equipment shall be on monthly basis as per Table A of SOR. In the event Services are utilized for less than a month, the monthly rental charges shall be pro-rated for the number of days for which the Services are utilized

35.6. **Time of Payment**

Company shall make payment under this Agreement within 30 (thirty) Days from the date of receipt of a clear (undisputed) invoice from Contractor, subject always to Company's right to require Contractor to furnish to it satisfactory evidence of the validity and prior payment by contractor of all the labour and material cost incurred by Contractor and charged to Company.

35.7. **Invoice Presentation**

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

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

Invoices should be accompanied by the following documents/details:

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



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

36. EMERGENCY RESPONSE PLAN

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

37. CONFIDENTIALITY AND PUBLICITY

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



note and technical data relating to the operation / Work and not required by the Company. The obligation is a continuing one and shall survive the completion/termination of this Contract.

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

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

- 37.1. is, at the time of disclosure, known to the public;
- 37.2. lawfully becomes at a later date known to the public through no fault of Recipient;
- 37.3. is lawfully possessed by Recipient before receipt thereof from party disclosing the same ("Disclosing Party");
- 37.4. is disclosed to Recipient in good faith by a third party who has an independent right to such information;
- 37.5. is developed by Recipient independently of the information disclosed by the Disclosing Party; or
- 37.6. Recipient is required to produce by an order of the court.

38. INTELLECTUAL PROPERTY OWNERSHIP

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



39. DATA AND OWNERSHIP OF TECHNICAL INFORMATION

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

40. 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.

41. 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.

42. GENERAL LEGAL PROVISIONS

42.1. 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.



- 42.2. **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.
- 42.3. **Language:** The ruling language of the Contract shall be the English language.
- 42.4. **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.
- 42.5. **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.
- 42.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

43. NOTICES

- 43.1. 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.
- 43.2. 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

44. PRICE EVALUATION CRITERIA

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

Calculation of Local Content – Service price bid format is for the bifurcation of the total cost as per PP-LC policy to determine the Local Content (LC) and shall not be considered for the price evaluation

45. 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.

46. CURRENCY OF QUOTE

INR only.



47. EARNEST MONEY DEPOSIT

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

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

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

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

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

rakesh.ujjawal@bharatpetroresources.in
ravikumar.b@bharatpetroresources.in

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

48. EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. 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.

49. 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.

50. DEFECT LIABILITY PERIOD: Nil.

51. BID VALIDITY

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

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



52. **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.

53. **CONFLICT OF INTEREST**

53.1. 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:-

53.2. 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.

54. The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs will be applicable. In case L1 bidder is Non-MSE and if any MSE bidder falling within L1+15%, MSE bidder shall be given preference to match the L1 Price and if MSE bidder matches the L1 price entire order shall be placed on MSE bidder.

55. The scope of work under this tender is non-split able/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.

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

57. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Government of India Gazette Notification S.O. 5670(E) dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, and Govt. of India shall be applicable.

58. **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 75 %. The Policy shall be implemented in the following manner:

- 58.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 58.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 58.3. 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.
- 58.4. 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.
- 58.5. 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.
- 58.6. 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.
- 58.7. 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.
- 58.8. 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.

- 58.9. 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.
- 58.10. 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.
- 58.11. **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.

58.12. 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.

58.13. 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.

59. 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.
60. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.
61. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.
62. The draft agreement enclosed as per Annexure-E shall be executed with successful bidder instead of GCC Part-IX.

End of Part-6



PART - 7

ANNEXURE- A

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

To,

Date:

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

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

We herewith declare that

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

For
(Sign and Stamp)



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

To,

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

TENDER NO : _____

TENDER TITLE : _____

Dear Sir,

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

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC
(Applicable where the quoted value is Rs. 5 Crores and above):

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



UNDERTAKING FOR APPLICABILITY OF POLICY

To,

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

TENDER NO : _____

TENDER TITLE : _____

Dear Sir,

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

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

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

ARTICLE - 2

WORK TO BE PERFORMED

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



ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

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

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be



served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

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

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of

BHARAT PETRO RESOURCES LTD.

(CONTRACTOR)

By Mr./Ms.....

by Mr./Ms.....

In the presence of:

In the presence of:

(This day of _____ 2019)

1.

1.

2.

2



**UNDERTAKING FROM TPIA
(On TPIA Letter head duly stamped and signed)**

To,

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

Dear Sir,

Subject: Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender.

Ref: Tender No.: _____, E-tender ID _____

Tender Title: _____

M/s _____ (***Name of Bidder***) with its Registered office at _____ intend to participate in the tender for " _____ " for Bharat PetroResources Limited with registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai and also having its Office at 9th Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai.

The tender conditions provide that the BIDDER shall submit BQC documents duly verified by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents.

Signature of a person duly authorized to
sign on behalf of the TPIA)

(Seal of the company)



UNDERTAKING FROM VENDOR-BQC

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir,

We, M/s _____ (***Name of Bidder***) hereby confirm that all the BQC documents and credentials have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) Provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC related documents duly verified by the TPIA.

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:

End of Part 7