



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



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**Tender for Warehousing & Logistics Management Services
during well testing/workover Operations in Operatorship
Block, CB-ONN-2010/8, Cambay Basin, Gujarat, India.**

Tender No : 1000286069

e-Tender Id : 27681



PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject : Tender for Warehousing & Logistics Management Services during well testing/workover Operations in Operatorship Block, CB-ONN-2010/8, Cambay Basin, Gujarat, India.

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

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

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

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

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

2. **The entire bid shall be online only.**

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

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



5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
6. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
8. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-4 (General Conditions of Contract).
9. EARNEST MONEY DEPOSIT: Vendors must submit an interest free EMD for participating in this tender as mentioned in the Special Conditions of Contract (Part-6) of the tender document.
10. Pre- bid meeting will be held on **10.08.2017 @ 11:00 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 09.08.2017 @ 10:00 hrs (IST) through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

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

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

Mr. Satyanarayan : Tel Phone: +91-22-24176419, E-mail: satyanarayan@abcprocure.com;
support@bpcleproc.in

M/s. ETL HELP DESK NOS: +91-79-40016868.

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

1. Mr. Rakesh Ujjawal, Contact No: +91-22-22175665, +919929095701
Email - rakesh.ujjawal@bharatpetroresources.in
2. Mr. Ravi Kumar Bura Contact No: +91-22-22175672, +919892269446
Email - ravikumar.b@bharatpetroresources.in

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

Thanking you,

Yours faithfully,

For Bharat PetroResources Ltd.

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



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

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

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

For system related issues:

M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 +91 79 40270573 followed with an e-mail to id support@bpacleproc.in

End of Part -2



PART-3 **Bid Qualification Criteria**

I. BID QUALIFICATION CRITERIA:

A) Technical Criteria

1. The bidder must have experience of successfully completed providing warehousing & logistics management service works of value as noted below in the last seven years as on bid closing date and should meet either of the following :
 - i. One similar completed work costing not less than the amount equal to INR 50,19,197.

OR
 - ii. Two similar completed works each costing not less than the amount equal to INR 31,36,999.

OR
 - iii. Three similar completed works each costing not less than the amount equal to INR 25,09,599.

Similar job means providing Warehousing & Logistics management services.

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

Documents Required for Technical Criteria:

Bidder to submit copy of Purchase Order / Contract along with Tax invoice /completion certificate etc to prove sl. no. 1.

B) Financial Criteria

1. The bidder should have achieved a minimum average annual financial turnover of INR 18,82,199 as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years.



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

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

Documents required:

- 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 March'16 / Dec'16. However, if audited financial statement of the bidder is not yet ready for the year ending March' 16/Dec' 16 bidder may submit latest available audited Balance sheets and Profit & loss account along with auditor's report (Financial report not prior to March'15/Dec'15) for three consecutive accounting years.

C) Other Criteria:

The Bidder should not be barred / holiday listed by any Indian PSU/Any Indian Government Department. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

Documents Required:

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

End of Part -3

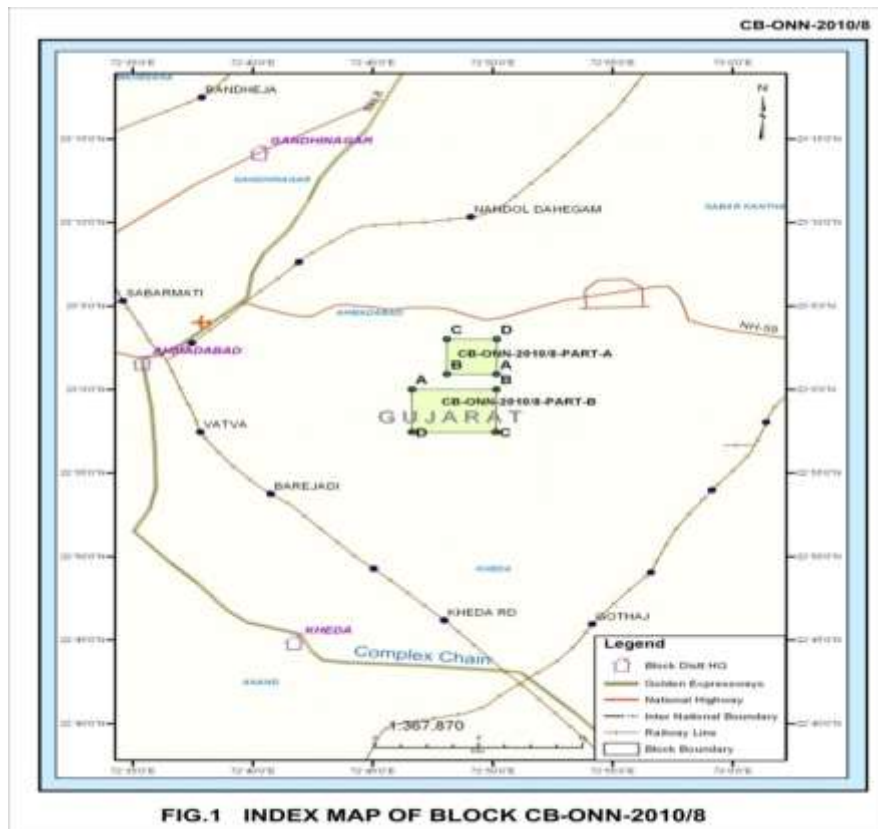


Part-5 SCOPE OF WORK

1. INTRODUCTION

BPRL intends to conduct workover operations with an estimated start date of Q3 2017-18. BPRL intends to carryout work over operations and test upto 4 wells (2 firm wells and 2 optional wells) in the block. The specifications provided in this scope of work are general in nature, based on available information and variations may be made by the Company at its discretion. BPRL as the lead operator of the block is undertaking all the activities including drilling and testing of the wells. BPRL intends to hire materials & logistics management services, required during testing/workover operations. The brief work involves warehouse management, transportation of materials and supply of vehicles for rig site uses. The detailed scope of work is given as below:

The Block CB-ONN-2010/8 lies in the Ahmedabad- Mehsana Tectonic block of the Cambay Basin. It covers an area of 42 km² comprising of two parts namely Part A, Area: 14 km² and Part B, Area: 28 km² (refer Figure-1).





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

2. SCOPE OF WORK

BPRL intends to award contract for provision of Warehouse and Logistics management services in and around Ahmedabad district of Gujarat for its exploratory workover/testing campaign in Cambay Block. Company's warehouse is located at Central Warehousing Corporation (CWC), Karachia, Vadodara, Gujarat (approx. 150 KM from the drill sites).

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

Warehouse Management: The Contractor shall be responsible for management of warehouse and shall report to BPRL's Engineer In-charge or BPRL's appointed Logistics Supervisor for day to day coordination/operations. The Contractor shall also be responsible for proper storage, transportation of materials, Inventory control etc.

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.

Material handling at warehouse for loading/unloading of materials: Contractor shall provide all required manpower, equipment etc. for handling the materials at Warehouse, 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.

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 EIC or BRPL's appointed Logistics Supervisor and work under his guidance.

3. GENERAL REQUIREMENT

Contractor shall provide equipment, labor, materials and Services as per the scope of work (refer Table-A and Table-B of Technical Specification for details).

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.

On placement of LOA, the contractor shall mobilize the total requirement within 15 days of issue of mobilization notice.

Contractor shall be responsible for storing of material in the Warehouse in a good, safe, orderly and efficient manner.

Contractor shall provide required equipment and manpower for issue and receipt of materials, Loading and unloading moving in and moving out of materials.

Contractor shall provide Materials Handling Equipment (MHE) e.g. wireline slings, hooks, shackles etc. along with inspection certificates as per SoW.

Vehicle for Local Transportation (Transportation to the drilling Site and Vice -Versa):

The contractor shall be responsible for transport of materials from warehouse to Company drill sites and from Drill sites to warehouse through suitable transportation equipment as per Company requirement. Contractor shall endeavor 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:

Transporting the Goods to and fro from Warehouse to company's drilling site or other sites or destinations as designated by Company.

Documentation for truck/trailer to warehouse: Contractor warehouse supervisor will be qualified person experienced in computer documentation to prepare the dispatch documents and supervise the truck loading.

Contractors shall use their Vehicles, Personnel, Fuel and Handling equipment to transport the goods to the designated sites.

Contractor shall be responsible for loading and unloading of Company's material at warehouse by providing required labour assistance.

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.

Inventory Control

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:

Warehouse management with computerized inventory control system, 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.



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.

Being sole 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.

Contractor shall at all times keep Warehouse and Company's property clean and in an orderly condition

4. EQUIPMENT

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

One 3 ton forklift with additional boom and operator (vintage period not more than 7 yrs) on 9 hrs duty and overtime as applicable.

One 8 MT Hydra with operator and helper (vintage period not more than 7 yrs) on 9 hrs duty and overtime as applicable

One 40ft, min 25 MT Double/Triple axle trailer with driver and helper (vintage period not more than 7 yrs) on 12 hrs duty and overtime as applicable

One air conditioned porta cabin office bunks 20ftx10ftx8ft with seating arrangement of 2 personnel, fitted with necessary electrical fixtures, office equipment including but not limited to 2 x computer, 1 x printer (including supply of printer cartridges as and when required), 2 x table, 4 x chair, 1 x almirah etc. It may be noted that the Contractor shall be responsible to make necessary arrangements and payment for power supply to the Porta Cabin. The contractor shall dismantle and remove bunks from the location along with all the fixtures and equipments upon issue of demobilization notice.

Sets of brand new slings, hooks, shackles of adequate capacity to ensure uninterrupted operation throughout the period of the contract.

Any other equipment not mentioned above but required to complete the scope of work.

Contractor shall also provide 4 Wheeler 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. Following vehicles along with the drivers to be provided with factory fitted devices such as A/C and all other major components.

Two vehicles of min. 2450 CC (6+1 Seater) with AC on 24 hrs duty and overtime as applicable (vintage period not more than 3 years from date of bid opening).

Contractor shall ensure that all the vehicles deployed must fulfill the following requirement:

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) & 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.

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.

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.

Vehicles should have required tools, spare wheels, portable fire extinguisher and spares for repair to be carried out en-route.

The contractor shall ensure that Log book is 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 logbook of trailer and payment will be released accordingly.

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.

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.

The normal working hours for Forklift / Hydra shall be for 9 hrs i.e. from 0900 hrs to 1800 hrs and normal working hours for Trailer will be for 12 hours i.e. 0900 hrs to 2100 hrs and 4 wheeler vehicles for local transportation normal working hours will be for 24 hours. Timing as indicated above is tentative in nature and may get deviated from time to time depending on the exigencies of the work and BPRL has to right to utilize as per actual requirement.

Overtime, as applicable shall be paid to personnel and vehicles as applicable.

Vehicles deployed for "24 hours duty" should be manned with driver(s) on continuous basis.



5. PERSONNEL

Contractor shall provide as the following personnel in addition to the operators/drivers and helpers attached to their trailer/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.

01 (One) no of qualified Ware House Supervisor to take care of ware house management

02 (Two) nos. of roustabouts round the clock for loading/offloading and equipment maintenance at Ware house

One office boy

Provision of Supply of Labour Services

The Contractor shall arrange to supply the casual labor 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. Contactor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.

Contractor will be responsible for food/transportation/accommodation and catering service for their personnel deployed at warehouse or any other place.

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 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 charges as applicable will be payable for personnel if duration of working period exceeds the 9 hour period.

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:

New Materials Received

Materials Transferred to drill site or any other destination as per Company's instructions



Materials received back from drill site.

Stock Statement/ Inventory Control Register.

Materials consumed in a well. This needs to be done along with wellsite drilling engineer/ Drilling 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.

7. 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

Equipment

Safety Equipment

Personal Protective Equipment (PPE)

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

Eye protection

Gloves

Overalls

Safety boots

Wet clothing (Rain coats)

Approved Safety helmet with ISI marks

Each vehicle must be equipped with a portable fire extinguisher

Any other safety equipment necessary to carry out the work



TECHNICAL SPECIFICATION

TABLE A – VEHICLES AND EQUIPMENT ON MONTHLY RENTAL BASIS

Sl. No.	Description	Quantity (Nos)	Number of Months	Quoted/ Not Quoted
1	3 ton Forklift with additional boom including Operator, Fuel and Lubricant (on 9 hrs duty)	1	6	
2	8 MT Hydra with operator and helper, Fuel and Lubricants per month (on 9 hrs duty)	1	6	
3	40 ft min. 25MT Double Axle/Triple Trailer including Driver and Helper, Fuel and Lubricants per month (on 12 hrs duty)	1	6	
4	Vehicle of min. 2450 CC (6+1) Seater with AC or equivalent including Driver and Fuel (on 24 Hrs Duty at site).	1+1	6	
5	Air conditioned porta-cabin office bunks, 20ftx10ftx8ft with seating arrangement of 2 personnel, fitted with necessary electrical fixtures, office equipment including but not limited to 2 x computer, 1 x printer (including supply of printer cartridges as and when required), 2 x table, 4 x chair, 1 x almirah etc.	1	6	

Note for Table A:

1. All above Quantities are tentative and shall vary as per the operational requirement of the Company.
2. Company shall have the right to utilize these equipment either at proposed warehouse or Company's Drill site.
3. All above equipment shall be provided with required number of operators and helpers.



4. The normal working hours for 9 hrs vehicles (Forklift/Hydra) shall be from 0900 hrs to 1800 hrs and for 12 hrs vehicles (Trailer) from 900 hrs to 2100 hrs & 4 wheeler Vehicles for local transportation shall be for 24 hours, but may get deviated from the mentioned time depending on exigencies of the work and right reserve with BPRL's for the same. Overtime, as applicable shall be paid to personnel.
5. Vehicles deployed for "24 hours duty" should be manned with driver(s) on continuous basis. Necessary break for the driver to be given and all the statutory guidelines including labour laws etc should be strictly followed.
6. 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.
7. Contractor to provide the monthly rentals for all the vehicles mentioned above.
8. Any cost including maintenance, operating, electricity, spares etc associated with contractor's equipment, vehicles, offices etc shall be borne by the contractor.



TABLE B – PERSONNEL

Sl. No.	Description	No. of Persons	No. of Months	Quoted/ Quoted	Not
1	Supervisor at Warehouse	1	6		
2	Roustabouts at Warehouse	2	6		
3	Office Boy at Warehouse	1	6		
4	Labor on callout basis	2	2		

Note for Table - B:

1. The personnel indicated above are tentative and BPRL reserves the right to reduce the number of personnel as per the operational requirement.
2. Contractor shall be responsible for boarding, lodging, accommodation, food and transport for all their personnel allocated to work at Company's warehouse.
3. Labour will be hired on as and when required basis at warehouse/drill site.
4. Each shift shall be of 9 hrs. Normal working hrs will be from 0900 Hrs to 1800 Hrs but it may get deviated from the mentioned time depending on exigencies of the work and BRPL reserves the right for the same.
5. (Note: Bidders to mention Quoted or Not Quoted against each item in the technical bid in the column provided).

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.
- 1.5** The equipment and vehicles deployed by Contractor with the approval of the Engineer-in-Charge for regular duties under the Contract shall not be normally changed / replaced by the Contractor during currency of Contract except for the same being defective, in which case another hired vehicle of equivalent or higher specifications / model shall be provided by the Contractor. The replaced equipment / vehicle will be accepted only if it has all valid documents for which decision of the Engineer-in-Charge will be considered as final.
- 1.6** The decision with regard to acceptance or rejection of any hired equipment /vehicle offered by the Contractor shall remain with the Company and the same shall be final and binding upon the Contractor.

2. DEFINITIONS

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

- 2.1** "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.
- 2.2** "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of



any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.

- 2.3 "Area of Operation of hired equipment / vehicles" means the area / places connected with Drilling Operations of BPRL defined in the 'Scope of Work' or any other place at the sole discretion of the Company, depending upon requirement to meet the objective of the Contract.
- 2.4 "Charges for Equipment" means the charges for equipment / vehicles per month, with prescribed kilometre run wherever applicable alongwith the required personnel for operations of equipment / vehicles.
- 2.5 "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.6 "Company Representative" / "Logistics Supervisor" means the person who is duly nominated by Company to represent it for its dealings with Contractor at Company Supply Base(s) and Drillsites.
- 2.7 "Company Supply Base" means the one or two supply base (s) of BPRL located in Gujarat State, India. One of the Company Supply Base where Company intends to store Tubulars will be located within a distance of around 120 kms from Drilling Location while the other Company Supply Base will be located within a distance of around 35 kms from Drilling Location. The exact location(s) of Company Supply Base shall be notified to the Contractor by Company through the LOA.
- 2.8 "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.
- 2.9 "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.10 "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.



- 2.11 "Contractor Personnel" means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.12 "Contractor's Representative(s)" means such person(s) who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.13 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at 24:00 Hrs. (IST).
- 2.14 "Demobilisation Notice" means the communication issued by the Company to the Contractor advising the latter to remove its equipment and personnel from Company Supply Base upon completion / termination of the Contract.
- 2.15 "Distance" means the distance by the shortest approachable route unless otherwise specified.
- 2.16 "Drilling Programme/Testing Programme" means the proposed testing of 02 (two) Firm Wells and 02 (two) Optional Wells with an approximate Well Depth of upto about 2,100 (two thousand and one hundred) meters each in Block CB-ONN-2010/8 in the State of Gujarat, India.
- 2.17 "Facility" means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.
- 2.18 "Government" means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.
- 2.19 "Gross Negligence" shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 2.20 "Hour" means an hour of sixty minutes. For the purpose of hire and / or penalty charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.
- 2.21 "LOA" means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.22 "Mobilization" means taking of all actions / steps by Contractor, including making of all required Contractor's Equipment and Contractor Personnel, which are specified by Company in



its Mobilisation Notice, available at Company Supply Base(s), and be in readiness to commence the Services.

- 2.23 “Mobilization Date” means the date by which the Contractor shall be required to mobilise its required equipment, materials and personnel at Company Supply Base(s) and be in readiness to commence the Services, as shall be mentioned in the Mobilisation Notice.
- 2.24 “Mobilization Notice” means the communication that shall be sent by Company to Contractor subsequent to issue of the LOA, asking it to mobilise the required equipment, materials and personnel at Company Supply Base(s) by the date specified therein. Contractor shall be required to mobilise all required Contractor Personnel and Contractor’s Equipment, as may be specified in the Mobilisation Notice, within a period of 7 (seven) Days from the date of issue of Mobilisation Notice by Company.
- 2.25 “Month” means a complete calendar month of the Year.
- 2.26 “Night Halt” means overnight stay of vehicles/equipment and or personnel as applicable at any place based on instruction/ requirement of Company.
- 2.27 “Reporting Place of Vehicles / Equipment” means any operational Site/Location viz. Company Supply Base/ 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.
- 2.28 “Schedule of Rates” / “SOR” means the ‘Schedule of Rates’ or ‘Price Schedule’ annexed to the ‘Letter of Award of Contract’ (“LOA”) specifying the agreed prices payable to Contractor for its various Services.
- 2.29 “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.
- 2.30 “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’.
- 2.31 “Third Party” means any party or entity other than Company and Contractor.
- 2.32 “Warehouse & Logistics Management Services” means provision of services of managing one or two of the warehouses/stores/yards located at Company Supply Base(s), in the State of Gujarat, India; provision of office bunks alongwith 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, 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.

- 2.33 “Wellsite/ Drillsite / Rigsite/ Location / Site” means the physical location where an oil or gas well is being drilled / is to be drilled / is intended to be drilled or tested by Owner or the place where the Contractor is directed by the Company to depute / deploy Contractor Personnel and /or Contractor’s Equipment.
- 2.34 “Willful Misconduct” shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

3. SCOPE OF WORK

Contractor shall perform the Services as described herein and specified in the ‘Scope of Work’ in connection with Company’s Drilling Programme.

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.

4. EFFECTIVE DATE, COMMENCEMENT DATE AND DURATION OF CONTRACT

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.

“Commencement Date” of the Contract shall be the date & time when the Contractor completes Mobilization at Company Supply Base(s), pursuant to issue of Mobilisation Notice, in accordance with Clause 5 below.

The Contract shall be valid initially for a period of 6 (Six) months from the date of Contractor’s Mobilization at Company Supply Base(s) (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.

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.

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 7 (seven) Days shall be available to Contractor to complete mobilization from the date of issue of Mobilization Notice by Company.

Mobilization shall be deemed to be complete when the required equipment, vehicles and personnel, alongwith all materials required to support continuity of Services, as per details contained in the Mobilization Notice(s), are deployed at the Company Supply Base and the Contractor is ready to provide the required Warehouse & Logistics Management 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.

5.2 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 Supply Base in a phased manner as per requirement of the Company.

5.3 Mobilization Charges will be payable after completion of Mobilization as per the above mentioned Clause 5.1 and certification thereof by Engineer-in-Charge.

5.4 If Contractor fails to complete the mobilization process strictly as per Clause 5.1 above, necessary deduction for delay in Mobilization will be made as per the Clause 22 below.

5.5 Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization strictly in accordance with provisions of Clause 5.1



and within a period of 3 (three) days after expiry of the Mobilization Period prescribed in Clause 5.1.

5.6 No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clause 5.5 above.

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 Supply Base(s) 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 Clause 6.1 above, 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

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

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 & LOGISTICS MANAGEMENT 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 of the equipment/vehicle, Company shall advise the Contractor for replacement of 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 Contactor 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 Supply Base 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 kilometre 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, kilometre 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 Supply Base, 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:

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



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 hap 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

- 15.1 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-today basis.
- 15.2 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.
- 15.3 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.
- 15.4 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 LIABILITES:

- 16.1 In the event of any accident or damage while an equipment / vehicle is on duty, the Company shall be completely free from any liability of any nature connected with the accident / damages. Contractor itself will be fully and exclusively responsible for any damage to equipment / vehicles or any personal injury to driver or any other person in the employment of the Contractor, occupants of the vehicle or any other person or damage to any property. This includes any third party claims. However, if any damage or loss is caused to Company or its employees as a result of any accident or any other reason involving



failure of vehicle driver, Contractor shall reimburse actual cost or amount on demand and without any demur the compensation / damages for any loss sustained by the Company on this account.

- 16.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by a vehicle / equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim / compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by its equipment / Vehicles.
- 16.3 The Company shall not be responsible for any claim /compensation that arises due to damages / injuries / pilferage to/ of Contractor's equipment / vehicles / property under any circumstances while the equipment / vehicle is on duty of the Company.
- 16.4 It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer-in-Charge or his authorized representative about occurrence of any accident as early as possible to avoid any disruption in Company's operations; provide substitute equipment / vehicle; and submit a detailed report to the Engineer-in-Charge or his authorized representative within 24 hrs for the record of the Company.
- 16.5 Absence of any equipment / vehicle due to any accident shall not entitle Contractor to any exemption from the liabilities under the Contract. Arrangement of alternate / substitute equipment/vehicle is the responsibility of the Contractor.

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 Engineer-in-Charge, who shall at all times have access to all Contractor's Equipment, Contractor's Personnel and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Engineer-in-Charge at Company Supply Base / Wellsite as being in - charge of all Company personnel at Wellsite and Company Supply Base. The Engineer-in-charge may, amongst other duties, observe, test, check and control equipment / vehicles and inspect the Services performed by Contractor or examine records kept at Supply Base by Contractor.
- 17.2 Contractor shall arrange for transportation of all equipment, materials and vehicles etc. from the port/previous location to the place of work and back at the end of the Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / material to well site shall be Company's responsibility but payment of State Entry Tax shall be Contractor's responsibility.



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 rendering of Services during the Duration of Contract) and complete all documentation required. Company will issue necessary certificates etc. to facilitate re-export as required. Contractor shall arrange for re-export of equipment within a period of 30 (thirty) days from the date of issue of Demobilization Notice by Company. If the re-export is not completed within the specified period, 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 forbid access to Supply Base and Contractor's Equipment to any person not involved in rendering of Services or not authorized by Company. However, this provision shall not be applicable to any Government and/or police representative on duty

18. RIGHTS AND PRIVILEGES OF COMPANY

Company shall be entitled –

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

- I. To inspect / check, at all times, Contractor's Items and request for replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.
- II. To reduce the rates reasonably, at which payments shall be made if Contractor is allowed to continue operations despite having certain deficiency in meeting the requirements as per provisions of the Contract.

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 Warehouse and Logistics Management Services and direct Contractor's Personnel accordingly in the event that Company's interest so demands. In such case, Company will notify Contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

19.2 In such an event, Company shall pay Contractor in accordance with the 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 conduct of operations has been returned to the Contractor, the equipment/vehicles shall again be put at Contractor's disposal in the same condition as it was at the time the operations were taken over by Company, taking into account normal wear and tear and any inherent defects at the time of taking over by the 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 Contractor's Equipment.

21. CONSEQUENCES OF DEFICIENCY

21.1 Deficiency

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

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



period, rental Charges would be levied @ 1.5 times of the actual cost to Company.

- e) Deductible amounts will be calculated based on company determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.
- f) In addition to provisions on safety specified in the Tender Document and other applicable statutory requirements, following penalty shall also be leviable for violations relating to Safety, Health & Environment:
- Violation of applicable Safety, Health and Environment related norms - a penalty of Rs. 5,000/- (Rupees Five Thousand) per occasion.
 - 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.
 - 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 & Logistics Management Services.

22. LIQUIDATED DAMAGES AND PENALTY

22.1 Liquidated Damages

- 22.1.1 In the event Contractor fails to complete Mobilization strictly in accordance with clause 5.1 above, 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.
- 22.1.2 The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.



22.1.3 All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.

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

22.2 **Penalty**

22.2.1 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:

- I. 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**
- II. 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

22.2.2 The penalty specified in clause 22.2.1 above will apply after completion of Mobilization.

The cost and expenses recoverable from/ payable by Contractor under this Clause 22 shall, 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 The Contractor shall carry out all of its obligations under the Contract and shall execute the Services in conformity with the specifications set forth in the 'Scope of Work'.
- 23.2 The Contractor shall ensure that the Services meet the Company's requirements with regard to any quality, quantity or specifications, which are set out in the Contract and shall be fit for purpose as per international practices.
- 23.3 The Contractor shall ensure that the personnel deployed are duly qualified and are, and will remain, sufficiently qualified, careful, skilful, diligent and efficient to enable the Services to be efficiently performed by the Contractor.

24. FORCE MAJEURE

- 24.1 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.
- 24.2 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.

25. COMPENSATION FOR CONTRACTOR

25.1 Rates

Company shall pay Contractor, as full compensation for the Services and for the provision of Contractor's Items and Contractor's Personnel, the rates and sums described hereunder and specified in 'Schedule of Rates'. Rates shall be pro-rated for number of Days if Services in a particular month are utilised for less than a month. Any additional costs of whatever nature



due to any reasons whatsoever shall be borne by Contractor, except as otherwise provided in 'Schedule of Rates'. Rates shall be payable from the date of completion of Mobilization.

- 25.2 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.
- 25.3 No rate other than 'Demobilization Charges' for Contractor's Items will be payable by Company after issue of Demobilization Notice by Company.
- 25.4 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.

25.5 **Rates for Personnel**

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

- a. **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;
- b. **Rotation** The cost of interim travel to and from any location, including travel 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 nett reasonable costs will be met. On crew changeover days only one personnel day rate shall be reimbursed;

- c. **Expenses** Including fares or transport, subsistence allowances, traveling time, visas, medical cover and expenses, including accommodation or camp facilities;

- d. **Insurances** as may be required including but not limited to Employer's Liability Insurance, Public Liability Insurance, Insurance for Contractor's Equipment & Contractor Personnel, Health Insurance including provision for medical evacuation of Contractor's personnel;
 - i. **Welfare** Any other outgoings or prescribed payments including contributions relating to national or local industrial agreements, safety induction courses and emergency procedure testing;

 - ii. **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.

- e. **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.

25.6 **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.

25.7 **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.

25.8 **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.

26. TERMINATION OF CONTRACT

- 26.1 **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.
- 26.2 **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:
- a) If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel



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

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

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

- 26.3 **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure as set above in Clause 24.



- 26.4 **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

27. MINISTRY OF ENVIRONMENT & FORESTS (MOEF) GUIDELINES:

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

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

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

28. LIABILITIES AND INDEMNITIES

28.1 Liability

28.1.1 Contractor's Equipment

- 28.1.1.1 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.



28.1.1.2 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 28.1.1.3 shall apply.

28.1.1.3 Subject to clause 28.1.1.4 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.

28.1.1.4 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.

28.1.1.5 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.

28.1.1.6 Whenever the Contractor makes any claim pursuant to the provisions under Clause 28.1.1.3, 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.

28.1.1.7 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.

28.1.1.8 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.

28.1.1.9 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.

28.1.1.10 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.

28.1.2 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;

28.1.3 Pollution Or Contamination

a) Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.

b) 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 28.1.3 (a) above

Provided that nothing contained in Clause 28.1.3 (b) shall apply if the claims, demands and causes of action may be caused, occasioned by or contributed to the Wilful Misconduct of the Contractor

c) 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.

28.2 Indemnity

28.2.1 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.



- 28.2.2 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.
- 28.2.3 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.
- 28.2.4 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 .
- 28.2.5 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.
- 28.2.6 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.
- 28.2.7 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.

28.2.8 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.

28.2.9 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.

28.3 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 Clause 28.3 shall apply to the indemnities given hereinabove. Provided that nothing contained in Clause 28.3 shall apply if the liability arises due to the Wilful Misconduct of a party.

29. PERMITS & LICENCES

29.1 Ingress and Egress At Locations

Company hereby agrees that it shall provide Contractor with all necessary rights of ingress/egress to and possession of the location where the well is to be located and of Company Supply Base. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its sub-contractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. Should Contractor be denied access to or possession of a location due to lack of compliance of any permits or licenses required to be provided by the Company, the Contractor shall be compensated for any time lost and other expenses incurred by Contractor as a result of such denial by making payment for the time lost.



29.2 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, stock yards etc., the Contractor shall submit the following documents to BPRL prior to start of work:

- a) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- b) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- c) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of BPRL. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

29.3 Licences

Contractor agrees that it shall secure permits and licenses necessary for provision of Services, if required and Contractor shall pay any expenses in this regard.

30. INSURANCE

- 30.1 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 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'.
- 30.2 Hired vehicle(s) should be fully / comprehensively insured by Contactor, at its own cost covering all risks and liabilities including strikes & riots.
- 30.3 All liabilities arising out of accidents suffered by / caused by equipment /vehicles will rest with the Contractor.



30.4 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of equipment / vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers and obtain Pollution Control Certificates in time.

30.5 Contractor shall also ensure and provide insurance cover to its staff including drivers, operators and cleaners etc., if deployed with a vehicle/equipment.

30.6 Waiver of Subrogation

All insurance policies of the Contractor with respect to the operations conducted hereunder shall be endorsed by the underwriter in accordance with the following policy wording:-

“The insurers hereby waive their rights of subrogation against any individual, Company, Affiliate or Assignee for whom or with whom the assured may be operating to the extent of the contractual indemnities undertaken by the Contractor.”

30.7 Certificate of Insurance

Before commencing performance under the Contract, Contractor shall, upon request by Company, furnish Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) name(s) of 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 various provisions of the Contract, for any reason whatsoever, losses resulting therefrom shall be for the sole account of Contractor.

30.8 Deductibles

That portion of any loss which is not covered by insurance provided for in the Contract solely by reason of a ‘deductibles’ provision in such insurance policies shall be to the account of Contractor.

30.9 Insurances required by Sub-contractors

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

31. TAXES AND DUTIES

31.1 Contractor shall pay all the taxes like Corporate Tax, Income Tax, Sales Tax, VAT and any other taxes levied by Central / State or any other authorities. However, the Company will make standard deductions towards Income Tax from monthly payments.



GST shall be paid to Contractor at actuals as per applicable rates. Contractors providing taxable service are required to issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and contains the following:

- (a) Name, Address & Registration No. of such person / contractor
- (b) Name & Address of the person / contractor receiving Taxable Services.
- (c) Description, Classification & Value of Taxable Services provided
- (d) GST Amount
- (e) GST Number of both the parties (Contractor and Company) to be mentioned on the invoice.

31.2 Payment to service provider for the claimed GST amount will be made provided the above requirements are fulfilled. In case of statutory variation in GST during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the due date of opening of techno-commercial bids and as applicable on the date of revision. Claim for payment of GST / statutory variation in GST, should be raised within two (02) months from the date of issue of Government Notification for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

31.3 **Income Tax**

Tax shall be deducted at source by Company from all sums due to an Indian Tax Resident Contractor in accordance with provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

A non-resident contractor i.e., a supplier who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has to obtain on its own either (A) an Order u/s. 195(3) of the Income Tax Act, 1961, or (B) an order u/s.197 of the Income Tax Act, 1961, and furnish the said Order u/s. 195(3) or the Order u/s.197, as the case may be, to BPRL along with each of its Invoices. BPRL shall deduct tax at source in accordance with the directions contained in the Order u/s. 195(3) or the Order u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

The non-resident supplier shall furnish, within 15 days from the date of issue of LOA, a Tax Residency Certificate (Certificate from the income tax authorities of the country of which it is a tax resident, to the effect that, the supplier is liable to tax in that country by reason of it being a tax resident under the relevant tax laws of that country). The Tax Residency



Certificate (TRC) should be in original or a photocopy duly attested either from a Notary Public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC. During the currency of the Contract, for the income accrued in different financial years, the supplier should submit separate TRCs for each financial year, based on the period for which the foreign income tax authorities issue the TRC as per the financial year followed in the respective country (viz.- the calendar year or the financial year).

As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish its Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the supplier does not furnish its PAN, Company shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

31.4 **Customs Duties**

Import of specified goods for Company's Operations is exempt from Customs Duties subject to conditions laid down in Customs Notification No. 12/2012 dated 17.03.2012. To ensure that the concession is availed, Contractor shall convey to Company well in advance full particulars of the items to be imported in order to enable Company to issue a 'Recommendatory Letter' to the Directorate General of Hydrocarbons, Government of India for issue of an 'Essentiality Certificate' for import of the eligible items without payment of Customs Duty. However, if any Customs Duty/Anti-Dumping Duty/Safeguard Duty is still applicable, the same shall have to be borne by Contractor. The responsibility for follow-up and issue of issue of Essentiality Certificate shall be of Contractor. Contractor shall be responsible to obtain at its own cost, all required permits/ consents/ Essentiality Certificates (EC), wherever applicable and required for the performance of Contractor's obligations under the Contract, from the Government of India / concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of Customs Duties on material / equipment imported into India. Company will provide reasonable assistance wherever required for obtaining Essentiality Certificate for claiming Zero Customs duty, but all expenses related to obtaining the Permits, Consents etc. shall be to Contractor's account. Should the Contractor fail in obtaining Customs Duty exemption as explained above, the Contractor shall be liable to pay & bear any additional amount which may have to be incurred because of the failure on the part of the Contractor.

31.5 **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.

31.6 Variation in Taxes/Duties/Levies

Any increase/decrease in all the above mentioned statutory levies viz. Customs Duty, GST, VAT and Cess, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's account. Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

32. PAYMENT & INVOICING

- 32.1 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.
- 32.2 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.
- 32.3 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 32.4 Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.
- 32.5 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.
- 32.6 **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.

Should Company withhold any payment out of an invoice claim, it shall give reasons for withholding such amount from the invoice.

The amount not in dispute is to be paid within the aforesaid 30 (thirty) Day period.

32.7 Invoice Presentation

Invoice, accompanied by copies of original vouchers, records, receipts or other supporting evidence for the Services performed or the expenses incurred during each month, shall be submitted to Company on or before the tenth (10th) of each succeeding month.

Invoices should be accompanied by the following documents/details:

i) The following documents / details should be invariably furnished alongwith the first invoice:

a) Copy of valid Registration Certificate under 'GST' (for Indian Contractor or Contractor having a 'Permanent Establishment' in India).

b) Particulars required for making payments through 'Electronic Payment System' (ECS)

c) Mobile Phone No. (Optional).

d) E-mail ID.

ii) Payment of Mobilization Charges:

a) Invoice (in accordance with the relevant Service Tax Rules).

b) Insurance Policies (As applicable).

c) Inspection Report (Pre-mob, as applicable).

d) Notification Certificate of Acceptance of Mob.

e) Certificate of 'Commencement of Operations' under this Agreement.

f) Details / Statement showing cost of services, Service Tax etc.

iii) Periodical / Monthly payment:



- a. Invoice (i.e. Tax Invoice as per relevant Service Tax Rules, in original and duplicate, clearly indicating Service Tax Registration Number, Service Classification, Rate and amount of Service Tax 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 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 deployed) / Manpower deployment sheet [showing non-deployment / short deployment etc. (if any) and reasons thereof].
 - h. Details/Statement showing cost of services, Service Tax etc.
- iv) Payment towards Indian Agent's Commission (IAC):
- a. Invoice of IAC (stamped pre-receipted bill)
 - b. Particulars required for making payments through Electronic Payment System (ECS)
 - c. Payment advice (if applicable) against which IAC is claimed.
 - d. E-mail ID.

33. CONSEQUENTIAL LOSS

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



34. ASSIGNMENT AND SUB-CONTRACTING

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

35. 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.

36. EMPLOYMENT OF INDIAN NATIONALS AND USE OF INDIAN GOODS AND SERVICES

36.1 Indian Citizens to be employed to Maximum Extent Possible

Without prejudice to the right of the Contractor to select and employ or engage such personnel as, in the opinion of the Contractor, are required for carrying out the services in a safe, cost effective and efficient manner, the Contractor shall to the maximum extent possible, employ and require its subcontractors to employ citizens of India having appropriate qualifications and experience, taking into account experience required in the level and nature of the services to be performed.

36.2 Preference to be given to Indian Suppliers

Contractor shall give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal to or better than



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imported goods with respect to timing of delivery, quality and quantity required, price and other terms.

37. GENERAL LEGAL PROVISIONS

37.1 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.

37.2 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.

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

37.4 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.

37.5 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.

37.6 Headings

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

38. NOTICES

All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number 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.



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38.1 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
Tel:- +91-22-22175672, 5665
Fax:- +91-22-22154364

38.2 Notices to the Contractor shall be sent to the address and other communication details including Fax No. provided by the bidder in its bid for this purpose.

38.3 Any notice may be served by hand delivery, courier, registered mail or facsimile transmission.

38.4 Any notice given by hand delivery or courier shall be deemed to be given at the time of delivery.

38.5 Any notice given by fax shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the provision that where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00 hrs (recipient's local time) on the recipient's next following business day.

38.6 Any notice served by registered mail shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

39. CONFIDENTIALITY

The Contractor acknowledges that in providing Services it may receive Confidential Information. The Contractor agrees with respect to Confidential Information it receives as follows: -

- 39.1 The Confidential Information, including all rights relating thereto, is and shall remain at all times the absolute property of Company.
- 39.2 The Contractor in receiving Confidential Information does so in the strictest confidence and shall not, either by itself or by the action of any employee, agent or advisor to it, directly or indirectly disclose, distribute or permit to be disclosed or distributed the Confidential



Information to any person that is not bound by the provisions of this Contract, or a like agreement.

- 39.3 Without limiting any provision of this Contract, Confidential Information received by the Contractor may be used solely in connection with and for the purposes of providing the Services and may not be used for any other purpose or be used in a manner which is prejudicial to the Company in any way.
- 39.4 The Contractor in receiving Confidential Information is aware that any breach of this provision may result in suffering and damage to the Company.
- 39.5 The Contractor acknowledges that unauthorized disclosure and/or use of Confidential Information is a breach of this provision and may not be adequately compensated for by damages and may be the subject of equitable/interim relief.
- 39.6 The Contractor in receiving Confidential Information agrees to pay all expenses, losses, damages and costs (including lawyer/client costs) that Company may sustain or incur as a result, whether directly or indirectly, of any breach of this provision by the Contractor.
- 39.7 Immediately upon written demand from the Company the Contractor must immediately return to the Company all Confidential Information (including all copies or reproductions of the same) in the possession or control of the Contractor together with all information and documentation containing, comprising or relating in any way to the Confidential Information.
- 39.8 Failing a written demand for the return of the Confidential Information, Confidential Information may be retained by the Contractor but will at all times remain subject to this provision.
- 39.9 The Contractor will keep Confidential Information confidential and secure and separate from the Contractor's own documentation.
- 39.10 The Contractor shall notify its employees, advisors or other third parties who might have access to the Confidential Information (in accordance with the terms of this provision) of



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the confidential nature of the information and the Contractor-obligations under this Contract.

39.11 This provision shall survive:

- (a) the performance of the Services; and
- (b) for a period of three (3) years after the date on which the Confidential Information is returned to Company.

40. EVALUATION CRITERIA

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

41. CURRENCY OF QUOTE

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

42. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank / Wire Transfer (Only for vendors based outside India), for **Net** amount of Rs. 1,00,000 (for Indian Bidders) / USD 1560 (for Foreign Bidders, any banking charges, etc have to be borne by bidders) in favor of M/s Bharat PetroResources Limited payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.

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

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

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

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

Mr. Rakesh Ujjawal/ Mr. Ravi Kumar Bura

Bharat PetroResources Ltd.

9th Floor, Maker Towers-E Wing,

Cuffe Parade,



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Mumbai 400005

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

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

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

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

EXEMPTION FROM EARNEST MONEY DEPOSIT:

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

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

43. PERFORMANCE SECURITY DEPOSIT:

To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor 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 LOI.

44. 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 canceling 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.

45. VENDOR MASTER DATA :

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

46. 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.

47. 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.

48. Purchase preference Linked with Local Content Clause

The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly. The detailed PP-LC Policy document is included in **Part-4** of the Tender.

“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%, (as per Table - 1 or 2 of attached policy). The Policy shall be implemented in the following manner:

1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
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.
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.
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.
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.
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.
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.

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.
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.
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:

- Sample formats for calculation of LC are enclosed with the Policy by MoP&NG as Annexure-II, III & IV (specify relevant annexure for calculation of the local content by the bidder).
- 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.

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.

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.

49. NON-APPLICABILITY OF GCC CLAUSES

The following Clauses / part of Clauses of the General Conditions of Contract shall not be applicable for this tender:

- (i) Definitions at S. No. 5, 6, 7, 8, 10, 17, 18 and 19 of Section I.
- (ii) Clause No. 2.1 second para, 2.2, 2.3 and 2.4 of Section II.
- (iii) Clause No. 3, 4.3, 4.4, 4.5, 6 (b), 7, 9.2 and 14A of Section III.
- (iv) Clause No. 15.1, 15.2, 16.5, 17, 18.1 fourth & sixth paras, 19, 21, 22, 24, 26, 27, 30, 33, 34.1, 35, 36, 37, 38, 39, 40, 41, 42 and 44.1 of Section IV.
- (v) Clause No. 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 of Section V.
- (vi) Clause No. 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of Section VI.
- (vii) Clause No. 83, 84 and 85 of Section VII.
- (viii) Clause No. 88 and 91 of Section VIII.
- (ix) Section IX
- (x) Acknowledgement

50. The draft agreement in Section IX of Part II – GCC is to be replaced with Annexure B of Part-7.

End of Part-6



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

PART - 7

ANNEXURE- A

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

To,

Date:

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

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

We herewith declare that

- We are not barred / holiday listed by BPRL/MOPNG OR any Indian PSU/Any Indian Government Department.
- We are not under liquidation, court receivership or similar proceedings

For

(Sign and Stamp)



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1
CONTRACT DOCUMENTS

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

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



ARTICLE - 2

WORK TO BE PERFORMED

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

ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

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



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

ARTICLE-7
WAIVER

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

ARTICLE-8
NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of
BHARAT PETRO RESOURCES LTD.

For and on behalf of
(CONTRACTOR)

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

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

- 1.
- 2.

- 1.
- 2.

End of Part 7