



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



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

Tender for Site Restoration Civil works in Operatorship block, CB-ONN-2010/8 Cambay Basin, Gujarat, India.

Tender No : 1000293549

e-Tender Id : 31927



PART - 1

INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject : Tender for Site Restoration Civil works 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 Domestic 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	-Part 4
v. Scope of Work	-Part 5
vi. Special Conditions of Contract	-Part 6
vii. Standard Formats/Annexures	-Part 7
viii. Integrity Pact	-Part 8
 - b. **Price bid (PART-B)**: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.
 2. **The entire bid shall be online only.**
 3. Offers should strictly be in accordance with the tender terms & conditions and 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
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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 **28.11.2017 @ 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 27.11.2017 @ 15:00 hrs (IST) through e-mail to rakesh.ujjawal@bharatpetroresources.in and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":

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



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

15. Integrity Pact

Integrity Pact is a pact between BPRL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given as Tender Part-8. The salient features of this program are:

- a. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
- b. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPRL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if BPRL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPRL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.

Names & Addresses of Independent External Monitors (IEM):

Bidder to take note that, IEM may be contacted only in case of any complaint regarding this tender. For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as per Sr no 17.

1. Name of IEM	Shri Brahma Dutt
2. IEM address	A-1, Safdarjung Enclave, New Delhi - 110 029.
3. IEM mobile no	+919871920282
4. IEM e-mail ID	dutt.brahm@gmail.com

16. For any clarification on e-tendering / training / uploading of document on eprocurement
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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.

17. 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**

A) Technical Criteria

The bidder must have successfully completed works of value as noted below of either E&P drill site restoration works or Civil works consisting of Earth works, Excavation, Dismantling of RCC/Structures etc for eligibility of bidding as under 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 completed work costing not less than the amount equal to Rs. 3,34,90,000.00.

OR

- ii. Two completed works each costing not less than the amount equal to Rs. 2,10,00,000.00.

OR

- iii. Three completed works each costing not less than the amount equal to Rs. 1,67,00,000.00.

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

Documents Required for Technical Criteria:

Bidder has to compulsorily submit copy of Purchase Order / Contract along with Tax invoice /completion certificate (clearly indicating value of executed work) etc to prove technical criteria.

B) Financial Criteria

1. The bidder should have achieved a minimum average annual financial turnover of Rs. 1,26,00,000.00 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'17 / Dec'16. However, if audited financial statement of the bidder is not yet ready for the year ending March' 17/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'16/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

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

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



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



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

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

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

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

2. SCOPE OF WORK

2.1. BPRL requires restoring of upto 4 well sites in the block CB-ONN-2010/8 of Gujarat to its original condition and handover the site to respective land owners with duly signed & notarized Lease Termination Agreement. The approx. size of each location is approx. 130m x130m, excluding approach road.

The work is to be executed in accordance with GPCB's and MoEF guidelines for site restoration and as per the directions of Company's authorized representative.



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

- a) Removal of dry mud/ stones from the pits and disposing the same.
- b) Dismantling / Demolishing of all the Structures, PCC/ RCC foundations, fencing, brick walls, etc and disposing all the debris / materials at Contractor's own cost at a Contractor's location approved by competent authority.
- c) Removal of maximum of 455 mm thick existing hardening (230 mm average thick rubble soling, 150 mm average thick quarry rubbish and 75 mm average thick WBM) at site and disposing the removed materials at Contractor's own cost at a Contractor's location approved by competent authority.
- d) Excavate/ Cut and remove the earth filled earlier (while preparing the drill site & protective bunds) above the original level of the site and use the excavated materials to fill the waste pits after removal of HDPE liner and foundation trenches in layers not exceeding 150 mm compacted thickness.
- e) Providing and spreading good native soil to required depth with the soil sourced from the Contractor owned borrow pits in layers not exceeding compacted thickness.
- f) Dismantling MS angle, concrete post and removing the existing Barbed Wire galvanized fencing including pins and shifting/stacking/refixing the same to other nearby drill-site (within 15km) as directed by the company.
- g) Liaison with land owners of the drill site, execute Lease Termination Agreement, including notarization and handover the restored site after completion of restoration works.
- h) Restoration of the site shall be carried out satisfactorily and a report shall be submitted after site restoration of each site as per Environmental Clearance Guidelines.
- i) Removing and disposing HDPE liner from Waste Pits.
- j) The Contractor shall maintain local liaison to ensure uninterrupted execution of works covered in the contract.
- k) The contractor shall inform GPCB on behalf of GAIL regarding completion of restoration work.
- l) Cutting, welding & covering from top with 10 mm thick MS plate of exposed false conductor tentatively up to 1.5mm or more if required below OGL as per the instruction of EIC.



3. TIME SCHEDULE

Contractor shall ensure to complete the work in all respects for each location within 45 days from the handing over of the site for the location including the contingencies in handing over site for taking up restoration work.

4. GENERAL

4.1. Disposal

Contractor has to collect the Dry mud/ stones from the waste pits / cutting pit / coral pit and dispose the same including transportation cost. This includes Contractor's liaison with GPCB for submission of documents, reports of disposal if required. Also it includes the removal and disposal of HDPE lining material and exposing the original excavated pit surface for taking measurement.

Note: Joint measurement to be taken prior to commencement of removal from pits and after completion of emptying the pits, based on which only the measurements will be certified.

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

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

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

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



Items to be dismantled/ demolished

- A. Plain Cement Concrete of any proportion
Mainly laid as lean concrete /dry mud mat of proportion of 1:3:6.
- B. Reinforced Cement Concrete of any proportion
Mainly laid for all foundation works with proportion 1:1.5:3. The scrap steel shall be retrieved from this RCC works after dismantling, which will be disposed off by Contractor at his own cost at a Contractor's location approved by competent authority. The contractor shall quote their rate after taking consideration of scrap sales and accordingly pass on the benefit to BPRL.
- C. Brick work in 1:4 c.m.
It is mainly laid for all masonry structures & drains, etc .
- D. Barbed Wire
It is 12 x 14 Galvanized barbed wire stringed along the boundary fencing and secured to 50 x 50 x 6 mm angle iron posts extending 1.8m above GL. The barbed wire shall be transported to company's designated site within 25km from the existing site.
- E. Fencing Posts
It is made of 50 x 50 x 6 mm angle iron posts (2.4 m long) grouted to RCC base of 400 mm x 400 mm x 500 mm. The fencing posts shall be transported to company's designated site within 25km from the existing site.
- F. Main Gate
It is a prefabricated opening main gate of 6 m clear width. The main gate shall be transported to company's designated site within 25km from the existing site.
- G. Emergency Gate
It is a prefabricated opening emergency gate of 1.5 m clear width. The emergency gate shall be transported to company's designated site within 25km from the existing site.
- Note: Joint measurement to be taken prior to commencement of dismantling / demolishing and after completion of disposal, based on which only the measurements will be certified. In-case of WBM and earth filled area, joint level measurement shall be taken before and after the work for certifying and quantity.
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4.3. Dismantling of hardening and disposal

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

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

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

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

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

4.5. Providing and spreading good native soil at site:

Contractor has to supply good native soil fit for agricultural purpose at the work site for topping which includes excavation, loading at sources, transportation, unloading at site of work with all leads and lifts & spread in layers of 150 mm compacted thickness, sectioning, watering, consolidation by vibratory etc. complete as directed by BPRL representative .

Note: -

- i. Finding the source of earth & necessary permissions form Govt. / local authorities will be the responsibility of contractor.



- ii. Joint measurement to be taken prior to commencement of work and after completion of topping works , based on which only the measurements will be certified.

4.6. Removing of Barbed wire

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

4.7. Dismantling and Re erection of Chemical Shed

Dismantling and Re erection of Chemical Shed of size 12M X 8M X5M (steel structure with CGI sheet roofing made of built up structural members) above the foundation from one location and re-erecting at next location (over existing foundation) with any lead with in the project as advised by Engineer in Charge.

4.8. Execution of Lease Termination Agreement and handover of the site to owners :

It will be the responsibility of the Contractor to liaise with all Land Owners of concerned Survey Nos. / Block Nos. and execute Lease Termination Agreement with them after verification of land records before handing over of the site. The agreement shall be on Rs. 100/- stamp paper and shall be duly notarized after signing of agreements stating that the land was returned to the concerned land owner in original status and they are having no rights to claim further as all their dues has been paid by the Corporation. The item shall include all charges towards stamp paper, notarization, etc. In case of drill sites having multiple survey numbers, the individual demarcation of lands among the land owners for every survey number shall be done in the presence of competitive authorities of Gram Panchayat/State Govt.

4.9. Removal metallic VSP pit liner:

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

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



5. SPECIFICATIONS:

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

6. WORK INSTRUCTIONS:

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

7. TEMPORARY WORKSHOP AND STORES

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

8. CONSTRUCTION TOOLS AND MATERIALS ON SITE

The Contractor shall furnish a list of tools, plant and machinery ("Tools"), which he intends to use for the Work. The list should indicate the type of Tools, its capacity, year of manufacture, kind and capacity of propelling force, spare capacity readily available and all pertinent information. The Contractor is obliged to use all the Tools mentioned in his list and any other Tools that the Company feels are required for the satisfactory execution of the Work. The Contractor shall be responsible to safeguard from theft or any other loss the Tools brought to Site.

Maintenance of Tools including fuel and lubricants required for the maintenance and its transportation to and from the Site shall be Contractor's responsibility at no extra cost



to the Company. The Contractor shall also arrange at his cost for all consumables, required to satisfactorily perform the Work.

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

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

9. PROGRESS REPORT

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

10. MATERIALS AND EQUIPMENT

10.1. GENERAL

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

10.2. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall provide at his costs all labour, materials, tools, plant, equipment and transport that may be required in preparation for and in the entire execution and full completion of the Work. The rates specified in Schedule of Rates/Compensation Schedule /Price table shall include apart from the above costs, waste on materials,



carriage and cartage, lead, return of empties, hoisting, setting, fitting position and all other labour necessary in and for the entire execution and full completion of the Work. Any error in description or quantity in Schedule of Rates/Compensation Schedule /Price table or any omission there from, shall not release the Contractor from the execution of the whole or any part of the Work comprised therein according to the Specifications, or from any of his obligations under the Contract. Water & Power shall be arranged by the Contractor at its own cost as BPRL has no arrangement of water and power supply at site.

11. ACCESS TO SITE, SUPERVISION, INSPECTION AND TESTING

11.1. ACCESS TO THE SITE BY COMPANY/CONTRACTOR

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

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

11.2. CONTRACTOR'S SUPERVISION

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

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

The Company shall have full powers and without assigning any reason, to order the Contractor to cease deployment of any Personnel in connection with the Contract whose continuance deployment in the Company's opinion is undesirable. The



Contractor shall promptly replace those Personnel with suitably qualified Personnel at no cost to the Company.

11.3. INSPECTION OF THE WORK

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

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

11.4. NIGHT WORK

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

12. TECHNICAL SPECIFICATION FOR CIVIL WORKS UNDER SCOPE OF WORK:

12.1. GENERAL:

All works shall be done strictly according to latest CPWD/ State PWD / GPCB relevant item specifications wherever applicable. Where the specifications are not covered by CPWD, the provision in the relevant IS codes will be applicable. It should be fully read and understood by the tenderer before submitting their quotation irrespective of the



fact whether they have done so or not and no claim on this account shall be entertained at later date. In the event of any discrepancy of above, the decision of Engineer – in - charge shall be final and binding on the contractor.

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

12.2. QUALITY CONTROL ON WORK AND MATERIALS:

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

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

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

13. STATUTORY REQUIREMENTS:

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

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 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 “Company” means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.
- 2.5 “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.
- 2.6 “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.
- 2.7 “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.
- 2.8 “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.
- 2.9 “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’.
- 2.10 “Contractor Personnel” means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.11 “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.
- 2.12 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at 24:00 Hrs. (IST).



- 2.13 "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.
- 2.14 "Distance" means the distance by the shortest approachable route unless otherwise specified.
- 2.15 "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.
- 2.16 "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.
- 2.17 "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.
- 2.18 "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.
- 2.19 "LOA" means the Letter of Award of Contact issued by Company to the successful bidder against this tender.
- 2.20 "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.
- 2.21 "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.
- 2.22 "Mobilization Notice" means the communication that shall be sent by Company to Contractor subsequent to issue of the LOA, asking it to mobilise the required equipment, materials and personnel at Company Supply Base(s) by the date specified therein. Contractor shall be required to mobilise all required Contractor Personnel and Contractor's Equipment, as may be specified in the Mobilisation Notice.
- 2.23 "Month" means a complete calendar month of the Year.



- 2.24 “Night Halt” means overnight stay of vehicles/equipment and or personnel as applicable at any place based on instruction/ requirement of Company.
- 2.25 “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.
- 2.26 “Schedule of Rates” / “SOR” means the ‘Schedule of Rates’ or ‘Price Schedule’ annexed to the ‘Letter of Award of Contract’ (“LOA”) specifying the agreed prices payable to Contractor for its various Services.
- 2.27 “Services / Work” mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the ‘Scope of Work’ of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.
- 2.28 “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’.
- 2.29 “Third Party” means any party or entity other than Company and Contractor.
- 2.30 “Wellsite/ Drillsite / Rig site/ 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.
- 2.31 “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’.

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, COMPLETION 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 12 (Twelve) months from the date of LOA or contract whichever is earlier and extendable by 3 (Three) Months on BPRL's sole discretion.

Completion period for services at each worksite shall start from the date of issue of written communication by company to contractor to take up restoration work for a wellsite and complete work in all respect including execution of LTA.

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

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

5. CONTRACTOR PERSONNEL

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

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

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

7. CONTRACTOR'S ITEMS / CONTRACTOR'S EQUIPMENT

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.

8. LABOUR LEGISLATION AND OTHER ENACTMENTS:

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

9. ACCIDENT / DAMAGE / CLAIM LIABILITES:

- 9.1 In the event of any accident or damage while an equipment / vehicle is on duty, the Company shall be completely free from any liability of any nature connected with the accident / damages. Contractor itself will be fully and exclusively responsible for any damage to equipment / vehicles or any personal injury to driver or any other person in the employment of the Contractor, occupants of the vehicle or any other person or damage to any property. This includes any third party claims. However, if any damage or loss is caused to Company or its employees as a result of any accident or any other reason involving failure of vehicle driver, Contractor shall reimburse actual cost or amount on demand and without any demur the compensation / damages for any loss sustained by the Company on this account.



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

10. CONTRACTOR'S SPECIAL OBLIGATIONS

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



11. RIGHTS AND PRIVILEGES OF COMPANY

Company shall be entitled –

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

- 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.

12. DAMAGE TO CONTRACTOR'S EQUIPMENT

12.1 Damage to or loss of Contractor's Equipment:

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

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

13. CONSEQUENCES OF DEFICIENCY

13.1 Deficiency

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



- a) Items shall be provided by Company at the risk & cost of Contractor.
 - b) Items/Equipment will be rented out to Contractor for a maximum period of 03 (three) months and the same should be returned by Contractor to Company within a specific date to be mutually agreed by Company and Contractor.
 - c) Charges for the items/Equipment would be levied on actual basis + 15% of the cost as supervision charges and deducted from bills of Contractor.
 - d) In the event the rented items/equipment are not returned by Contractor within the agreed period, rental Charges would be levied @ 1.5 times of the actual cost to Company.
 - e) Deductible amounts will be calculated based on company determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.
 - f) In addition to provisions on safety specified in the Tender Document and other applicable statutory requirements, following penalty shall also be leviable for violations relating to Safety, Health & Environment:
 - 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.
- 13.2 Contractor shall be required to take a suitable Insurance Policy with a view to cover itself against the above penalties and submit a copy of the said policy to the Engineer -in- Charge before commencement of Warehousing & Logistics Management Services.

14. LIQUIDATED DAMAGES AND PENALTY

14.1 Liquidated Damages

- 14.1.1 In the event Contractor fails to complete Mobilization and site restoration works then Liquidated Damages @ 1% of Contract Value (without taxes) for every week of delay or



part thereof upto a maximum of 5% of Contract Value (without taxes) will be deducted from the Invoice(s) value.

- 14.1.2 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.
- 14.1.3 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.
- 14.1.4 Provisional Liquidated Damages (based on contract value) would be deducted at the time of delay in delivery/mobilization from the running bills. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST will be applicable on the final concluded LD amount which shall be deducted /recovered from Contractor.

15. WARRANTY AND REMEDY OF DEFECTS

- 15.1 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'.
- 15.2 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.
- 15.3 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.

16. FORCE MAJEURE

- 16.1 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.

16.2 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.

16.3 **Rate Conflict**

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

17. TERMINATION OF CONTRACT

17.1 **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.

17.2 **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.

17.3 **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.

17.4 **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'.

18. 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.

19. LIABILITIES AND INDEMNITIES

19.1 Liability

19.1.1 Contractor's Equipment

19.1.1.1 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.

19.1.1.2 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 20.1.1.3 shall apply.

19.1.1.3 Subject to clause 20.1.1.4 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.

19.1.1.4 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.

19.1.1.5 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.

19.1.1.6 Whenever the Contractor makes any claim pursuant to the provisions under Clause 20.1.1.3, 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.

19.1.1.7 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.

19.1.1.8 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.

19.1.1.9 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.

19.1.2 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.

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.

19.2 Indemnity

19.2.1 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.

- 19.2.2 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.
- 19.2.3 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.
- 19.2.4 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 .
- 19.2.5 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.
- 19.2.6 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.

19.2.7 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.

19.2.8 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.

19.2.9 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.

19.3 Limitation of Liability

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 20.3 shall apply to the indemnities given hereinabove. Provided that nothing contained in Clause 20.3 shall apply if the liability arises due to the Wilful Misconduct of a party.

20. TAXES AND DUTIES

20.1 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.

20.2 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.

20.3 **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.

20.4 **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.

20.5 **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.



20.6 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.

21. PAYMENT & INVOICING

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

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

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

21.4 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.

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

22. ASSIGNMENT AND SUB-CONTRACTING

22.1 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.

22.2 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.

23. 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.

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

24.1 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.

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

25. GENERAL LEGAL PROVISIONS

25.1 General Legal Provision: Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.

25.2 Governing Law: This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.



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

25.4 Mitigation of Loss: Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.

25.5 Entire Contract: This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.

25.6 Headings

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

26. NOTICES

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.

26.1 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

26.2 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.

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

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



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

26.5 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.

26.6 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.

27. EVALUATION CRITERIA

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

28. CURRENCY OF QUOTE

Indian bidders have to quote in INR only.

29. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank for Net amount of Rs. 1,00,000.00 (1 Lakh) (for Indian Bidders) in favor of M/s Bharat PetroResources Limited payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.

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

Mr. Rakesh Ujjawal/ Mr. Ravi Kumar Bura

Bharat PetroResources Ltd.

9th Floor, Maker Towers-E Wing,

Cuffe Parade,

Mumbai 400005

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

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



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

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

EXEMPTION FROM EARNEST MONEY DEPOSIT:

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

30. 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.

31. BID VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred eighty (180) days from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in



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

32. VENDOR MASTER DATA :

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

- 33.** 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.
- 34.** 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.

35. 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.

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 30%. 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



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quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

- 36.** The draft agreement in Section IX of Part II – GCC is to be replaced with Annexure E of Part-7.
- 37.** Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.

End of Part-6



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PART - 7

ANNEXURE- A

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

To,

Date:

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

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

We herewith declare that

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

For

(Sign and Stamp)



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ANNEXURE- B

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PP-LC)**

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement _____% specified in tender document. The certificate from vendor (Where the quoted value is less than Rs. 5 Crore) or certificate from statutory auditor (Where the quoted value is Rs. 5 Crore and above) in this regard has been submitted in un-priced bid and the value & percentage of the local content has been provided in the priced-bid.

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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ANNEXURE- C

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY
MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

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

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



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Annexure-D

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

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

TENDER NO : _____

TENDER TITLE: _____

Dear Sir

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

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

Note:

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

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



FORM OF CONTRACT

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

WHEREAS

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

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1
CONTRACT DOCUMENTS

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

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



ARTICLE - 2

WORK TO BE PERFORMED

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

ARTICLE - 3

COMPENSATION

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

ARTICLE - 4

JURISDICTION

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

ARTICLE - 5

ENTIRE CONTRACT

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

ARTICLE - 6

NOTICES

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



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

ARTICLE-7
WAIVER

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

ARTICLE-8
NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of
BHARAT PETRO RESOURCES LTD.

For and on behalf of
(CONTRACTOR)

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

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

- 1.
- 2.

- 1.
- 2.

End of Part 7