TENDER

FOR APPOINTMENT OF CONSULTANT FOR
DEVELOPMENT OF STRATEGY DOCUMENT FOR BPRL

CRFQ NO.: 1000254840
e-Tender System Id. 12160

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Title</th>
<th>Details / timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title</td>
<td>Development of Strategy Document for BPRL</td>
</tr>
<tr>
<td>2</td>
<td>Type of Tender</td>
<td>e-tender</td>
</tr>
<tr>
<td>3</td>
<td>Bid Type</td>
<td>Two Part bid (Techno-commercial Bid and Price Bid)</td>
</tr>
<tr>
<td>4</td>
<td>Evaluation Criteria</td>
<td>Combined Quality cum Cost Based system (CQCCBS)</td>
</tr>
<tr>
<td>5</td>
<td>Tender release Date</td>
<td>30.03.2016</td>
</tr>
<tr>
<td>6</td>
<td>Pre Bid Meeting for clarifications</td>
<td>06.04.2016 at 11:00 Hrs</td>
</tr>
<tr>
<td>7</td>
<td>Tender submission Due Date and Time</td>
<td>13.04.2016 at 14:00 Hrs</td>
</tr>
<tr>
<td>8</td>
<td>Techno-commercial bid opening date and time</td>
<td>13.04.2016 at 14:15 Hrs</td>
</tr>
<tr>
<td>9</td>
<td>Presentation on Techno-Commercial Evaluation</td>
<td>To be intimated later</td>
</tr>
<tr>
<td>10</td>
<td>Price Bid opening</td>
<td>To be intimated later</td>
</tr>
<tr>
<td>11</td>
<td>Currency</td>
<td>Indian Rupees (INR)</td>
</tr>
<tr>
<td>12</td>
<td>Contact person</td>
<td>Mr Tarun Dey</td>
</tr>
<tr>
<td>13</td>
<td>Address for Communication and submission of Bid</td>
<td>Manager, Assets Bharat PetroResources Limited 12th Floor, F-Wing Maker Tower Cuffe Parade Mumbai -400005</td>
</tr>
<tr>
<td>14</td>
<td>e-tender platform for bidding</td>
<td><a href="https://bpcleproc.in">https://bpcleproc.in</a></td>
</tr>
<tr>
<td>15</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 1,00,000</td>
</tr>
</tbody>
</table>
# Contents

CRFQ NO.: 1000254840 ................................................................. i

GENERAL TENDER INFORMATION .................................................. ii

INVITATION TO BID ........................................................................... 1
1. Company profile: ........................................................................ 1
2. Objectives of consultant’s involvement: ...................................... 2
3. Tender document: ...................................................................... 2

TERMS OF REFERENCE (ANNEXURE I) ........................................... 5
1. Broad scope of work: ............................................................... 5

INSTRUCTIONS TO BIDDERS (ANNEXURE II) ............................. 6
1. Duration of Contract: ............................................................. 6
2. Pre-bid meeting: ...................................................................... 6
3. Evaluation Matrix for bidders: .................................................. 6
4. Preparation and documents comprising the bid: ....................... 8
5. Submission of bid: ............................................................... 9
6. Late submission of Bid: ........................................................ 10
7. Documentation: .................................................................... 10
8. Authentication of bids: .......................................................... 11
9. Addenda / corrigenda: .......................................................... 11
10. Validity: ............................................................................... 12
11. Modification and withdrawal: .............................................. 12
12. Bid Price: .............................................................................. 12
13. Bidding cost: ......................................................................... 12
14. Negotiations with the selected bidder: ................................... 13
15. Notification of award: .......................................................... 13
16. Execution of contract: .......................................................... 13
17. Team composition for the assignment: ................................... 13
18. Payment terms: ..................................................................... 13
19. Facilitation by the BPRL for the assignment: ......................... 14
GENERAL TENDER INFORMATION AND CONTENTS

GENERAL TERMS & CONDITIONS (ANNEXURE III) ......................................................... 15
1. Right of BPRL to Accept or Reject Bid: ................................................................. 15
2. Interpretation of Tender Document: ............................................................... 15
3. Earnest Money: ......................................................................................... 15
4. Security Deposit: ...................................................................................... 16
5. Performance Bank Guarantee .................................................................. 16
6. Mode of Payment: .................................................................................... 16
7. Integrity Pact (IP): ................................................................................... 16
8. Additional Terms and Conditions: ............................................................ 16
9. Force Majeure: .......................................................................................... 17
10. Selected Bidder's Office at Site: ............................................................... 17
11. Retired Governments or Company Officer: ........................................... 17
12. Termination of Contract: .......................................................................... 17
13. Arbitration: ............................................................................................... 18
14. Liquidated damage : .............................................................................. 19
15. Liability clause: ....................................................................................... 19
16. Indemnity ................................................................................................. 20
17. Anti –competitive agreements/abuse of dominant position: .................. 20
18. Operation of contract: ............................................................................ 20
19. Jurisdiction: ............................................................................................. 21
20. Assignment: ............................................................................................. 21
21. Notices: ..................................................................................................... 21
22. Disclaimer ................................................................................................. 21

FORMATS TO SUBMIT BIDS (ANNEXURE IV) .......................................................... 22
1. Covering Letter: .......................................................................................... 22

FORMAT – 1.1: COVERING LETTER ..................................................................... 22
2. Documents to be submitted for techno-commercial evaluation of the bidders: ................................................................. 23

FORMAT – 2.1: RELEVANT EXPERIENCE ................................................................. 23
FORMAT – 2.2: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN 24
FORMAT – 2.3: QUALITY OF CORE TEAM ............................................................. 25
FORMAT – 2.4: LETTER TO BPRL ON BIDDER'S LETTER HEAD ......................... 26
INTEGRITY PACT  (ANNEXURE V) ................................................................. 27

PERFORMANCE BANK GUARANTEE  (ANNEXURE VI) ........................................... 37

NON DISCLOSURE AGREEMENT  (ANNEXURE VII) .............................................. 38
INVITATION TO BID

BPRL/BD/Strategy

30th March, 2016

INVITATION TO BID

Dear Sir/Madam,

Subject: Tender for Appointment of Consultant for Development of Strategy Document for BPRL

(CRFQ No 1000254840 due on 13.04.16)

1. Company profile:

Bharat PetroResources Limited (BPRL) is a 100% subsidiary of Bharat Petroleum Corporation Limited (BPCL), a Fortune Global 500 Navratna Public Sector Undertaking of the Govt. of India. BPRL was incorporated in 2006, to take forward the Upstream initiatives of BPCL.

Currently, BPRL has participating interest (PI) in seventeen blocks spread across six countries. Of these, there are 7 blocks in India, 6 in Brazil, and 1 each in Mozambique, Australia, East Timor and Indonesia.

BPRL created a five year Strategic Plan in 2011. The plan envisaged an ambitious growth of BPRL through the 5 year period. The key objectives set out were specific targets with regard to reserves and production, and also aspirational goals like becoming an established and independent operator of onland blocks, be a regional player in certain specific geographies, to build a balanced portfolio of assets etc. The above aspirations were to be met with the best in class technology and a competitive talent pool.

Since 2011, BPRL has worked towards the fulfilment of the aspirations and has achieved most of them. The Area-1 asset in Mozambique has entered pre-development stage after establishing substantial recoverable gas resources. In January 2016, BPRL spud the first well in the Cambay Block where it is the Lead Operator. Recently agreements were signed for acquiring equity stake in a Russian NOC holding licence of producing assets in Russia. Hence, BPRL is on the path to become a full-fledged exploration and production company.
With a view to take BPRL’s growth further, with a focused approach, applying the learnings of the past years, being mindful of and aligned to the evolving aspirations of its parent company BPCL, in the backdrop of an unpredictable global energy scenario, it is felt that a revised strategic template is necessitated to chart the course for the organization in the next 5 years.

It is therefore proposed to engage a consultant for facilitating the development of the Strategy Document for BPRL.

2. Objectives of consultant’s involvement:

- To develop BPRL’s strategy document considering a 5-year and 10-year time horizon, considering emerging trends including a scenario in which Operatorship aspirations are central to the strategy.
- To develop organization structure, manpower establishment, job descriptions, KPIs, capabilities, and funding options to facilitate the successful implementation of strategy.
- Review BPRL’s position periodically, if required, in the context of parent company requirements, industry, national and international developments, and suggest mid-course corrections with respect to the same. Such review is optional and will be carried by the Consultant only upon BPRL’s request.

The Scope of work in detail is mentioned in Annexure I.

BPRL invites offer in a two part bid (Techno-commercial Bid and Price Bid) process for the assignment mentioned above.

3. Tender document:

3.1 This invitation to bid document consists of the following annexure(s), which are enclosed:

I. Terms of Reference – Annexure I
II. Instructions to Bidders – Annexure II
III. General Terms & Conditions – Annexure III
IV. Formats for Submission of Bids – Annexure IV
V. Proforma of Integrity Pact – Annexure V
VI. Proforma of Performance Bank Guarantee – Annexure VI
VII. Non-Disclosure Agreement – Annexure VII

4. Tender document with detailed terms and conditions is available on CPP portal (http://eprocure.gov.in) and BPCL Corporate Website (http://bharatpetroleum.in). The tender available on the CPP portal and BPCL Corporate Website can be downloaded for reading purpose only. For participating in the bid the vendors have to download the entire document from the e-procurement portal (https://bpcleproc.in) by using their digital signatures. After carefully going through all the documents and filling the bids, all the
relevant documents have to be uploaded on the appropriate place on the e-procurement portal & encrypt the same with their digital signatures.

All the bids shall be evaluated from the bids/ documents submitted by the bidder on the e-Procurement portal. Hard copies of the bids need not be submitted to this office.

5. The Techno-Commercial Bid must contain all supporting documents as mentioned in Annexure II (4.3) for techno-commercial evaluation. Bidder shall also have to essentially sign an Integrity Pact (IP – Annexure V) for participating in this tender, as per the Proforma mentioned in point (3.1.V) above. The salient points to be noted in regard to IP are following:

5.1 Proforma of Integrity Pact shall be uploaded by the bidder 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 upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.

5.2 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 Bidder, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.

5.3 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 contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

5.4 Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name, address and contact numbers of the nominated Independent External Monitor given in IP.

6. Price bid shall have to be submitted online in the appropriate form provided for each Line Item.

7. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the selected bidder 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.

8. BPRL reserves the right to reject any or all the bids without assigning any reason thereof.
9. For any clarification on e-tendering / training / uploading of document on e-Procurement site, please contact our service provider M/s ETL on below numbers. Mr. Satyanarayan:
Tele Phone: +91-22-24176419, E-mail: satyanarayan@abcprocure.com; support@bpcleproc.in

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

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

1) Mr. Sagnik Sinha, Contact No: +91-22-22175616, +919819685978
   sagnik.sinha@bharatpetroresources.in

2) Mr. Arun Shahi, Contact No: +91-22-22175289, +919967666804
   arun.shahi@bharatpetroresources.in

3) Mr. Tarun Dey. Contact No: +91-22-22175203, +919930955594
   dey.tt@bharatpetroresources.in

Thanking you,
Yours faithfully,

Sd/-
For Bharat PetroResources Ltd.
Tarun Dey
Manager, Assets

List Of Enclosures :

I. Terms of Reference - Annexure I
II. Instructions to Bidders - Annexure II
III. General Terms & Conditions - Annexure III
IV. Format for Submission of Bids - Annexure IV
V. Proforma of Integrity Pact - Annexure V
VI. Proforma of Performance Bank Guarantee - Annexure VI
VII. Non-Disclosure Agreement - Annexure VII
1. **Broad scope of work**

The scope of work shall include but not be limited to the following.

1.1 **Development of Strategy Document:** The time period for the same shall be 6 weeks from the date of Letter of Award (LOA).

1.1.1 To develop BPRL’s strategy document considering a 5-year and 10-year time horizon, considering emerging trends including a scenario in which Operatorship aspirations are central to the strategy.

1.1.2 To develop organization structure, manpower establishment, job descriptions, KPIs, capabilities, and funding options to facilitate the successful implementation of strategy.

1.1.3 Present the final strategy document to BPRL and submit a report.

1.1.4 Out of pocket expenses will be paid only towards travel (International, national, local), boarding and lodging at actual against submission of bills/invoices/receipts, within the cap amount quoted by the bidder.

Consultant shall submit weekly progress report to BPRL. The final presentation shall be made by the project leader to BPRL.

1.2 **Periodic Review of implementation**

1.2.1 Review BPRL’s position periodically, if required, in the context of parent company requirements, industry, national and international developments, and suggest mid-course corrections with respect to the same. Such review is optional and will be carried by the Consultant only upon BPRL’s request.

1.2.2 Out of pocket expenses will be paid only towards travel (International, national, local), boarding and lodging at actual against submission of bills/invoices/receipts, within the cap amount quoted by the bidder.

*Please Note: This is only broad list of scope of work. Bullet points may be added/ discontinued/ modified based on strategic business requirements.*

I / We have read carefully and understood the above terms and conditions of this Annexure and I / We agree to abide by the same.

Signature and Seal of the Bidder
INSTRUCTIONS TO BIDDERS  (ANNEXURE II)

1. **Duration of Contract:**

1.1 Selected bidder is expected to complete the assignment within a period of 6 weeks commencing from the date of Letter of Award. The said date shall be treated as date of engagement and completion of the assignment shall be worked out in reference of this date.

1.2 Anticipated period of contract will be 6 weeks. If the consultant shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to BPRL within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and BPRL shall if in its opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper. In the event of extension of time of the contract, if granted, the consultant shall be required to suitably extend the period of bank Guarantee if submitted, towards security deposit/retention money suitably.

2. **Pre-bid meeting:**

A pre-bid meeting with the prospective bidders shall be held in the BPRL office, Mumbai on date 06.04.2016 at 11:00 hrs to appraise the bidders on the objective of the assignment as well as to attend to the queries, if any, of the bidders. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting as well as queries of the bidders shall be made by BPRL through the issue of a Corrigendum.

3. **Evaluation Matrix for bidders:**

All bidders would be invited to make a presentation on techno-commercial evaluation matrix and submit the documentary evidence thereof. The techno-commercial competency of the bidders shall clearly reflect during the presentation. Bids of those bidders who fail to make presentation or submit the documents will be rejected. Presentation should emphasize on parameters of techno-commercial evaluation matrix (3.1) and the details to be submitted separately along with techno-commercial bid, as per formats in Annexure – IV (2).

BPRL will follow a CQCCBS methodology (Combined Quality cum Cost Based system), with 80% weightage to the techno-commercial bid and 20% on price bid towards professional fees for development of strategy document including cap on out of pocket expenses. This means that selection will be based on a combined techno-commercial and price bid score that would be arrived at using the below criteria.
3.1 **Techno-Commercial Evaluation Matrix**

<table>
<thead>
<tr>
<th>Factors</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy/ Strategy Consultancy Experience in India</td>
<td>10</td>
</tr>
<tr>
<td>Global Experience in Energy/Strategy Consultancy</td>
<td>10</td>
</tr>
<tr>
<td>Change management experience with PSUs / Government organizations in India</td>
<td>5</td>
</tr>
<tr>
<td>Quality of Approach and Capability of Execution</td>
<td>50</td>
</tr>
<tr>
<td>Quality of the proposed team for this project</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

3.1.1 Three (3) to five (5) client references through tele-conference should be organized to review the bidder’s expertise in the following:

a) Energy/Strategy Consulting in India
b) Global Experience in Energy/Strategy Consulting
c) Public Sector Undertakings/ Government Organizations

3.1.2 Details of such client reference should be submitted as per Annexure IV – Format 2.1.

3.1.3 Client representative referred should be a person with leadership position in their organization, having direct visibility in the concerned project.

3.1.4 BPRL reserves the right to contact the client reference provided and use their feedback to evaluate the techno-commercial bid.

### 3.2 Evaluation of Techno-Commercial Bid

The techno-commercial bid of the bidder will be evaluated based on the evaluation matrix detailed above. Based on documents submitted as per Annexure IV (2) and techno-commercial presentation done by bidders as per evaluation matrix above (3.1), bidders would be awarded marks.

BPRL evaluation committee reserves the rights to judge, appraise, and reject any or all proposals based on contents of presentation.

### 3.3 Evaluation of Price Bid

3.3.1 The price bid will be for an overall amount for the entire project duration of 6 weeks. BPRL evaluation committee will determine whether the price bids are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee - INR).

3.3.2 The nominal quote provided by the bidder whose techno-commercial bid qualifies will be discounted with appropriate weightage related to least price least quote. Thus, price bid marks of a bidder will be relative to the lowest price bid of all the technically qualified bidders (as explained in 3.4 of this Annexure).

3.3.3 No counter conditions should be included in price bid. Conditional price bid shall be summarily rejected.
3.4 **Combined Techno-commercial and Price Bid Evaluation:**

A combined techno-commercial and price bid evaluation will be done as per following procedure:

A combined “Score (S)” will be arrived at after considering weightages 20% for price bid and 80% for techno-commercial scores, according to the following formula:

\[
\text{Combined score of A, } S = [(0.8 \times \text{Tech score of A}) + (0.2 \times (\text{Lowest Price Bid}/\text{Price bid of A}))] \times 100
\]

On the basis of the above combined weighted score, the bidder shall be ranked in terms of the total combined score obtained. The bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful bidder, BPRL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract.

In the following table; techno-commercial and price bid evaluation process has been illustrated below:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Bidder</th>
<th>Tech. Score (T)</th>
<th>Price Bid (in Lacs)</th>
<th>Relative Price Bid Score (Clowest/C x 100)</th>
<th>Combined Techno-Commercial &amp; Price Bid Score(^d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ABC</td>
<td>88</td>
<td>600</td>
<td>75</td>
<td>70.4 x 0.8 + 64 x 0.2 = 85.4</td>
</tr>
<tr>
<td>2</td>
<td>DEF</td>
<td>80</td>
<td>500</td>
<td>90</td>
<td>64 x 0.8 + 18 x 0.2 = 82</td>
</tr>
<tr>
<td>3</td>
<td>GHI</td>
<td>72</td>
<td>450</td>
<td>100</td>
<td>57.6 x 0.8 + 20 x 0.2 = 77.6</td>
</tr>
<tr>
<td>4</td>
<td>XYZ</td>
<td>65</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

\(a.\) Techno-Commercial Score\(^1\) of individual bidder after presentation to evaluation committee  
\(b.\) Price bid(C) opened for bidders  
\(c.\) Relative price bid score of all the bidders  
\(d.\) Final calculation of Techno-commercial & Price bid score of all the bidders

DEF & GHI were not the highest combined scorer (i.e. Techno-commercial Score + Price Bid Score), thus not selected. ABC is highest combined scorer, thus H-1 bidder and would be selected for further negotiation and contract signing.

**Please Note:** In case, combined Techno-Commercial & Price Bid score of two (2) or more bidders are exactly same, then the bidder scoring highest Techno-Commercial score would be considered as the successful bidder.

4. **Preparation and documents comprising the bid**

4.1 Each bid shall be in two (2) parts: Techno-commercial Bid and Price Bid.

4.2 Techno-commercial bid & price bid would be separately filled, digitally signed and encrypted on the e-procurement portal.
4.3 **Techno-commercial Bid** should contain following:

a) Covering Letter (Annexure IV – Format 1.1)
b) Signed Copy of Annexure I, II, III, V and VII *In case of e-tender, online acceptance is required for Annexure I, II, III, VI and Signed copy of Annexure V, VII needs to be uploaded*
c) Energy/Strategy Consultancy experience in India (Annexure IV – Format 2.1)*
d) Global Experience in Energy/Strategy Consultancy (Annexure IV – Format 2.1)*
e) Change Management Experience (Annexure IV – Format 2.1)*
f) Description of approach, methodology and work plan (Annexure IV– Format 2.2)
g) Quality of proposed Core Team (Execution team & Key experts) (Annexure IV– Format 2.3)
h) Letter to BPRL on bidder’s letter head (Annexure IV – Format 2.4)

*Use separate sheet for each project*

The Techno-commercial Bid should not contain any price information, such bid will be rejected.

4.4 **Price bid shall be quoted in online price bid format only.** It is to be noted that only “Price Bid for Development of Strategy Document” will be considered for cost evaluation.

BPRL reserves the right to finally negotiate with the chosen consultants with respect to above assignment.

5. **Submission of bid**

5.1 The bids should be submitted only in the manner and the form prescribed in the Request for Quotation (RFQ)/Tender enquiry.

5.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the techno-commercial bid. The bidder should consider the Addenda/Corrigenda and should price the work based on revised specifications when amendments for specifications are issued in addenda.

5.3 Bids should always be placed in double sealed covers, superscripting Tender No ___________ Tender for ________________ (name of job), Bharat PetroResources Limited, due for opening on__________. *(Not applicable for e-tender)*

5.4 The full name, postal address and telegraphic address of the bidder shall be written on the bottom left hand corner of the sealed cover. Bids received in open condition (priced bid) are liable to be rejected. *(Not applicable for e-tender)*

5.5 Bids must be received by the BPRL at the address specified, no later than the date & time specified in the Invitation to Bid. **Even in case of e-tender, online bids will not be accepted after the date & time specified in the Invitation to Bid.**

5.6 Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors have a bearing on the execution of work.
5.7 Bidder to sign on the duplicate copies of the tender documents all Annexure as a token of your acceptance of all the terms and conditions of tender and submit the same in the techno-commercial bid. In case of e-tender, online acceptance is required as per above point 4.3.b.

5.8 Price Bid to be submitted separately (in case of e-tender, only in online price bid format).

5.9 BPRL at its own discretion may extend the due date of this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the BPRL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.10 All documents submitted by the Bidder(s) will be treated as confidential, and will not be returned to Bidder(s).

6. Late submission of Bid:

6.1 BPRL shall not be responsible for late receipt of the bid for any reasons whatsoever. The bid received later than the specified date and time of submission shall not be considered and shall be returned un-opened to the Bidder. (In case of e-tender, system will not accept the bids after the due date and time of submission)

7. Documentation:

7.1 The tenders, as submitted shall include all documents/details asked for by BPRL in the RFQ/Tender enquiry.

7.2 All pages to be initialed: Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before submission of tender. Tenders without signatures as stated above are liable to be rejected. In case of e-tender, digital signatures would be required.

7.3 Before finalization of the Contract: The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence.

7.4 Bid Currency: Price bid to be quoted in Indian National Rupees (INR), only.

7.5 Corrections and Erasures: All corrections and alteration in the entries of tender papers will be signed in full by the bidder with date. No erasures or over-writings are permissible. In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice. In case of e-tender, care should be taken while quoting, as once saved, change would not be permitted.

7.6 Signature of Bidder: The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the bidder with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person.
signing with company stamp. Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.

7.7 Transfer of tender documents issued to one intending bidder to another is not permissible.

8. **Authentication of bids:**

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

9. **Addenda / corrigenda:**

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of Tender Document. The amendment will be notified in writing and will be uploaded in the website: https://bpcleproc.in. Also, BPRL at its discretion may extend the deadlines for the submission of bids.
10. **Validity:**

Tender submitted by bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the tender (Techno-commercial Bid in this case). The bidder shall not be entitled during the said period of 120 days, 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 bidder 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 putting the bidder/contractor on ‘Holiday listing’/’Delisting’ barring the bidder/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of bidder/contractor who are not registered with BPRL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

11. **Modification and withdrawal**

11.1 Bidders can modify their bids online using “Edit Bid” option on and before the bid submission due date and time.
11.2 No Bid modification shall be accepted after the deadline for submission of Bids.
11.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

12. **Bid Price**

12.1 The price bid shall be entered in the price-bid format prescribed on the e-procurement portal.
12.2 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, excluding changes in service taxes.

13. **Bidding cost**

13.1 The Bidder(s) shall bear all costs associated with the preparation and submission of its proposal.
13.2 No advance payments would be made. The cost for preparing the bid documents, negotiating the contract including visits to the BPRL office are not reimbursable and these are deemed to be included within the commercial bid of the bidder.
14. **Negotiations with the selected bidder**

The BPRL retains the right to finally negotiate the term of reference, methodology, staffing, project timelines and payment schedule with the selected Bidder who is chosen after the evaluation processes as stated above in this annexure before awarding the contract. It may be noted that BPRL will not entertain any price negotiations with any other Bidder, till the successful Bidder declines to accept the offer.

15. **Notification of award**

15.1 Prior to expiration of the period of Bid validity, BPRL will notify the successful Bidder in writing or by e-mail, that its Bid has been accepted.

15.2 The selected bidder shall sign, stamp acknowledge the receipt of the notification of award letter (Letter of Award) to BPRL within 3 days of mailing the same.

16. **Execution of contract**

16.1 Post confirmation of receipt of notification of award, BPRL shall provide selected bidder the copy of Contract to be executed between BPRL and the selected bidder

16.2 The successful bidder has to sign and submit the same, within 3 days.

16.3 Payment will not be processed till the time contract is signed.

17. **Team composition for the assignment**

Bidder shall necessarily provide the details of the team composition planned for the assignment for techno-commercial evaluation, and provide minimum project team size of 5 full-time dedicated personnel, who shall be present throughout the entire duration of the project.

18. **Payment terms**

18.1 BPRL will release the payment of agreed professional fees to the selected bidder after deduction of applicable taxes at source. The payment shall be made after the job has been completed, final report submitted and presentation made to BPRL by the consultant.

18.1.1 The limitation of liability under the project shall not exceed the fees payable under the contract.

18.1.2 Income Tax at Source (TDS) and any other tax as per Statutory Provisions of Govt. of India will be deducted by BPRL form each invoice. Any other new statutory tax / levy arising after the opening of the Bid will be reimbursed at actual on production of supporting documentary evidence of payment.

18.1.3 Bidder shall submit the invoices for the payment as per the above payment schedule to BPRL and payment will be released within 30 days after receipt of invoice from the bidder.
19. **Facilitation by the BPRL for the assignment**

19.1 BPRL shall make available to the consultant office working space during field visits and copies of all internal office policies, circulars, manuals etc. free of charge, as required, for timely completion of the consultancy assignment.

19.2 Copies of previous study reports & documents, the manuals/reports about activities performed by all Departments including interfaces with other departments.

19.3 BPRL shall facilitate interaction with all stakeholders related to the assignment.

I / We have read carefully and understood the above terms and conditions of this Annexure and I / We agree to abide by the same.

Signature and Seal of the Bidder
GENERAL TERMS & CONDITIONS (ANNEXURE III)

1. **Right of BPRL to Accept or Reject Bid:**

1.1. The right to accept the bid will rest with BPRL. BPRL, however, does not bind itself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever.

1.2. The whole work may be split up between two or more bidders or accepted in part and not entirely if considered expedient.

1.3. Bids in which any of the particulars and prescribed information are missing or are incomplete or are false in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Failure by any Bidder(s) to provide any additional information requested by BPRL may lead to rejection of the Bidder’s proposal in its entirety.

1.4. Canvassing in connection with bids is strictly prohibited and bids submitted by the Bidder(s) who resort to canvassing will be liable to rejection.

1.5. Bids containing uncalled remarks or any additional conditions are liable to be rejected.

1.6. BPRL reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the Bidder(s). BPRL also reserves the right at its sole discretion not to award or enter into any contract or agreement with any Bidder(s), and may terminate the consultancy process at any time without thereby incurring any liability to any Bidder.

1.7. BPRL reserves the right to curtail or cancel the order either in full or part thereof if the bidder fails to comply with the terms & conditions of the order.

2. **Interpretation of Tender Document:**

2.1. In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Tender Document after submission of the Bid, the interpretation by BPRL shall be binding and final on the Bidder.

3. **Earnest Money:**

3.1. The bidder must submit/deposit earnest money amounting to Rs 1,00,000, as specified in the RFQ/Tender enquiry, failing which the bid is liable to be rejected. The earnest money can be deposited in the form of Demand Draft payable at Mumbai or Bank Guarantee from a Scheduled Bank (as per format given in Annexure VI) in favour of Bharat PetroResources Limited. Earnest Money deposit (EMD) is not applicable for registered vendors of BPCL/BPRL.

3.2. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by BPRL. No interest shall be paid by BPRL on the earnest money deposit by the bidder. The earnest money of the unsuccessful bidder will be refunded.
4. **Security Deposit:**

4.1. Unless otherwise specified in the special conditions of contract, in the case of bidders not registered with BPRL, the earnest money deposit (EMD), of the bidder whose bid may be accepted, will be converted to security deposit for due performance of the contract. The performance security deposit/retention money vide clause 5 shall also be applicable limiting to maximum of 10% of the contract value.

5. **Performance Bank Guarantee**

5.1. The selected bidder will have to provide Performance Bank Guarantee for 10% of the contract value from Indian Scheduled Bank towards performance of the contract in accordance with the terms and conditions of the tender, within 15 days of issue of Letter of Award.

5.2. This bank guarantee shall be valid and remain in force till the contractual completion period (start date of contract to end date of contract) and with a claim period of 6 months thereafter. The Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100), in the format is as per Annexure VI.

5.3. The selected bidder shall have to extend bank guarantee in case contract period if extended.

6. **Mode of Payment:**

6.1. Payment will be made to the selected bidder normally through NEFT mode.

7. **Integrity Pact (IP):**

7.1. The selected bidder is requested to sign & return IP document as per format given in the tender. This document is essential & binding. The selected bidder's failure to return the IP document duly signed along with Techno-commercial bid documents may result in the bid not being considered for further evaluation.

8. **Additional Terms and Conditions:**

8.1. Any Intellectual Property Rights (IPR)/ Copyright created directly out of this study will be the property of BPRL. However, the bidder can use the same with due recognition.

8.2. The Bidder shall submit to BPRL two (2) copies of the final output envisaged in the Scope of Services. All the reports shall be submitted on CDs/Pen Drive containing all basic as well as processed data.

8.3. In case of difference in Original and copy, the Original shall prevail.

8.4. Vendors/ Bidders who are currently on BPRL/BPCL`s holiday list will not be considered.

8.5. Duplicate copies of tender document Annexure I, Annexure II and Annexure III to be signed as the token of acceptance of all terms and conditions and to be submitted along with techno-commercial bid. **(In case of e-tender, online acceptance will be required)**
9. **Force Majeure:**

9.1. Any delays in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The selected bidder shall keep records of the circumstances referred to above and bring these to the notice of BPRL in writing immediately on such occurrences.

10. **Selected Bidder's Office at Site:**

10.1. The selected bidder shall maintain an office at the site, if space provided by BPRL, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

11. **Retired Governments or Company Officer:**

11.1. No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of BPRL/BPCL is allowed to work as a vendor for a period of two years after his retirement from Government service or from the employment of BPRL/BPCL without the previous permission of BPRL/BPCL. The contract, if awarded, is liable to be cancelled if either the vendor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of BPRL/BPCL as aforesaid before submission of bid, or engagement in the bidder’s service as the case may be.

12. **Termination of Contract:**

12.1. BPRL makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by BPRL. The bidder's participation in this process may result in BPRL selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by BPRL to execute a contract or to continue negotiations. If BPRL has reason to believe that the selected bidder is not discharging its duties as per the scope of work in a diligent manner, they may, after giving the bidder due opportunity of being heard, terminate the contract. In such a case the bid security will stand forfeited. BPRL reserves the right to terminate the contract without any financial implication.
13. Arbitration:

13.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Selected bidder or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director Finance (herein after named as Director) of the BPRL or of some officer of the BPRL who may be nominated by the concerned Director. The Selected bidder will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings not withstanding his transfer or vacation or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

13.2. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

13.3. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.

13.4. The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
13.5. The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

13.6. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators’ expenses whenever called upon to do so.

13.7. The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai, only.

14. **Liquidated damage:**

14.1. If the selected bidder fail to complete the due performance of the contract with the specification and conditions agreed during the final contact negotiation, BPRL reserves the right to recover penalty at the rate 0.5% of the contract value per week or part thereof, subject to a maximum of 5% of contact value as penalty for non-performance/delayed performance.

14.2. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by BPRL on account of delay on the part of the selected bidder and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. BPRL shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the selected bidder including Security Deposit.

14.3. BPRL shall be at liberty to deduct or retain from any amount payable to the selected bidder periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the selected bidder.

Where the Liquidated Damage amount exceeds the maximum limit, BPRL reserves the right to :-

i) Terminate the contract and / or

ii) Forfeit the Performance Security Deposit/ bank guarantee

15. **Liability clause:**

15.1. In case where it is necessary for employees or representatives of the selected bidder to go upon the premises of BPRL, the selected bidder agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires the selected bidder to furnish labour at site, such selected bidder's workmen or employees shall under no circumstances be deemed to be in BPRL’s employment and the selected bidder shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything
done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at BPRL’s premises or elsewhere and agrees to indemnify the BPRL against any such claims, if made against the BPRL and all costs of proceedings, suit or actions which BPRL may incur or sustain in respect of the same.

16. **Indemnity**

16.1. The Bidder shall indemnify BPRL and keep indemnified for any loss or damage, cost or consequences that BPRL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the Bidder. The Bidder shall always remain liable to BPRL for any Losses suffered by BPRL due to any technical error or negligence or fault on the part of the Bidder, and the Bidder also shall indemnify BPRL for the same. The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value.

17. **Anti-competitive agreements/abuse of dominant position:**

17.1. The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti-competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPRL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then the selected bidder is bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

18. **Operation of contract:**

18.1. **Language governing:**
18.1.1. English language shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

18.2. **Law Governing:**
18.2.1. This contract, its meaning and interpretation, and the relation between BPRL and the bidder shall be governed by the Applicable Laws in India.
18.2.2. Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

18.3. **Non-Waiver of Default:**
18.3.1. Any failure by BPRL or Selected bidder at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or
conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of BPRL or the Selected bidder, as the case may be at any time to avail itself of same.

19. **Jurisdiction:**

19.1. The selected bidder shall be governed by the Laws in force in INDIA. The selected bidder hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

20. **Assignment:**

20.1. The selected bidder can / does not have any right to assign his rights and obligations under these general conditions without the prior written approval of BPRL.

21. **Notices:**

21.1. Any notice hereunder may be served on the selected bidder or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the selected bidder. Proof of issue of any such notice could be conclusive of the selected bidder having been duly informed of all contents therein.

22. **Disclaimer**

The information contained in this tender document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of BPRL, is provided to the bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender is neither an agreement nor an offer and is only an invitation by BPRL to the interested parties for submission of bids. The purpose of this tender document is to provide the bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advice. BPRL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. BPRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

I / We have read carefully and understood the above terms and conditions of this Annexure and I / We agree to abide by the same.

Signature and Seal of the Bidder
FORMATS TO SUBMIT BIDS

1. Covering Letter:

FORMAT – 1.1: COVERING LETTER TO BE SUBMITTED BY THE BIDDERS WITH TECHNO-COMMERCIAL BID

(LETTER TO THE BPRL ON THE BIDDER’S LETTER HEAD)

To,

Manager, Assets
Bharat PetroResources Limited
9th Floor, Maker Tower E Wing
Cuffe Parade
Mumbai -400005

Dear Sir/ Madam,

REF: Your tender enquiry for Appointment of Consultant for Development of Strategy Document for BPRL

With reference to the above tender enquiry, having examined and understood the instructions, terms and conditions forming part of the tender enquiry, we hereby enclose our offer for undertaking consultancy for Development of Strategy Document for BPRL as detailed in your tender enquiry.

We confirm that we have never been blacklisted/ barred/ disqualified by any regulator/ statutory body or by any Public sector Undertaking from undertaking any /or all of the above activities.

We also confirm that our offer shall remain valid for 120 days from the date of the opening of the techno-commercial bid.

We understand that the BPRL is not bound to accept the offer and that BPRL has right to reject the offer in full or part without assigning any reasons, whatsoever.

Enclosed with acceptance for Annexure I (Terms of Reference), Annexure II (Instructions to Bidders), Annexure III (General Terms & Conditions), and Annexure VI (Performance Bank Guarantee); along with signed copy of Annexure V (Integrity Pact), and Annexure VII (Non Disclosure Agreement).

Yours faithfully,

Authorized Signatory(ies)
(Name, Designation and Seal of the Firm/Company)
2. Documents to be submitted for techno-commercial evaluation of the bidders:

**FORMAT – 2.1: RELEVANT EXPERIENCE**

a) Energy/Strategy Consultancy in India  
b) Global Experience in Energy/Strategy Consultancy  
c) Change Management Experience at Public Sector Undertakings/ Government Organizations

For each relevant project, please submit the following information with respect to each major transformation assignment undertaken (In e-tender, use only format available online on e-tender portal):

Done at: ____________________________________________

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Requirements</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Client/ Nature of Entity</td>
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<td>2</td>
<td>Brief Description about Client (On Business Profile and Size)</td>
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<tr>
<td>3</td>
<td>Title/ Description of Assignment/ Focus Areas of Assignment</td>
<td></td>
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<tr>
<td>4</td>
<td>Start Date of Contract/ Assignment (Enclosed copy of work order/ contract)</td>
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<tr>
<td>5</td>
<td>End Date of Assignment (Enclosed completion certificate)</td>
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<tr>
<td>6</td>
<td>Impact &amp; Sustenance of Initiatives Achieved</td>
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</tbody>
</table>
| 7     | Client Reference/ Reasonable Proof (Enclosed Letters)  
For Client Reference through tele-conference – please provide three (3) to five (5) contacts:  
a. Name of Person  
b. Designation in their organization  
c. Position in the project  
d. Contact Number  
e. Email ID |             |
| 8     | Team Size appointed for Project |             |
| 9     | Key Team Members and Designation appointed on this assignment |             |
| 10    | Consultancy Fee Size (Enclosed final consultancy fee Invoice having payment details or Authorized Auditor's Certificate) |             |
| 11    | Any other relevant information |             |

I/ We hereby declare that the details furnished above are true and correct to the best of my/ our knowledge and belief and I/ we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BPRL has right to reject the offer in full or part without assigning any reasons, whatsoever.

Authorized Signatory(ies)  
(Name, Designation and Seal of the Firm/Company)
FORMAT – 2.2: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/ JOB

Technical approach, methodology and work plan are key components of the Techno-commercial Bid. The bidder is suggested to present this in the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan,

c) Organization and Staffing,

a. Technical Approach and Methodology:
In this chapter, the bidder shall explain their understanding of BPRL's context, aspirations and strengths, understanding of retail environment in India and trends relevant for BPRL Strategy. Propose ideas for formulating the strategy; propose approach & methodology to arrive at the right recommendations, and the detail of the proposed recommendations. The bidder should also explain the compatibility of those methodologies with the proposed approach.

The bidder shall highlight the problems being addressed and their importance, and explain the technical approach the bidder would adopt to address them. The bidder shall also provide details of the deliverables of the engagement and mechanisms suggested for building ownership of proposed initiatives among key BPRL stakeholders.

b. Work Plan:
The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the BPRL), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the upstream E&P industry and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c. Organization and Staffing: The bidder should propose and justify the structure and composition of their team. The bidder should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.
Proposed Position in this Assignment: __________________________________________

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<tr>
<td>1</td>
<td>Name of Team Member</td>
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<td>Name of the Firm</td>
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<td>3</td>
<td>Current Designation in the firm</td>
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<td>Years in the Firm</td>
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<td>Date of Birth</td>
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<td>Education Qualifications</td>
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<td>Language Proficiency</td>
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<td>8</td>
<td>Areas of Expertise</td>
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<td>9</td>
<td>Relevant Assignments led / Undertaken</td>
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<td>f.</td>
<td>Description of assignment</td>
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<td>g.</td>
<td>Client’s Industry (Public/ Private/ etc) and turnover</td>
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<td>h.</td>
<td>Position held</td>
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<td>i.</td>
<td>Start Date, End Date</td>
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<td>j.</td>
<td>Key deliverables and impact achieved</td>
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<td>k.</td>
<td>Project Value (in terms of consultancy fee)</td>
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<td>(Enclosed above details of each assignment, copy of client’s reward/recognition (if received))</td>
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<tr>
<td>10</td>
<td>Countries of Work Experience (while working on relevant assignments)</td>
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<tr>
<td>11</td>
<td>Proposed member’s involvement duration for this engagement (Also specify which part of project)</td>
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</table>

**Mention the number of assignments here and enclose the details in different sheets.**

Please note: Mention only about assignments completed in last 7yrs.

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the expert, his/ her qualifications, and his/ her experience. I/ We understand that any willful misstatement described herein may lead to disqualification or dismissal of the expert, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BPRL has right to reject the offer in full or part without assigning any reasons, whatsoever.

**Authorized Signatory(ies)**
(Name, Designation and Seal of the Firm/Company)
FORMAT – 2.4
(LETTER TO BPRL ON THE BIDDER’S LETTER HEAD)

To,

Manager, Assets
Bharat PetroResources Limited
9th Floor, Maker Tower E Wing
Cuffe Parade
Mumbai -400005

Dear Sir/Madam,

Sub: Statement pursuant to the application for RFP for appointment of consultant for Development of Strategy Document for BPRL

We hereby certify the following as true and correct:

Details of contracts entered into by the company in the last 7yrs (completed before 31st March 2016) which has been mentioned in format 2.1, and format 2.3; along with the original contract values are as follows:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Nature of Entity/ Company Name</th>
<th>Project Type (Focus areas)</th>
<th>Date of Contract</th>
<th>Duration of Project</th>
<th>Invoice Date</th>
<th>Invoice Value</th>
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The afore-mentioned list is verified against the original documents and found true. Invoices clearly indicate services rendered by the vendor and the project value.

For ____________ Bidder

(with stamp & authorized signatures)

Place: ________________
Date: ________________
General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .......... ........................................day of the month of .............. .................2016, between, Bharat PetroResources Limited (hereinafter called the "Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s .............................................................. (Hereinafter called the "BIDDER /Seller/Contractor/Supplier" which expression shall mean and include, Seller, Contractor/Supplier and unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Principal proposes to award, under the laid down organization procedures, contract/s for “Appointment of Consultant for Development of Strategy Document for BPRL”. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Principal has appointed Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

WHEREAS the Principal proposes to hire “Appointment of Consultant for Development of Strategy Document for BPRL”. (Name of the stores / Equipment / Item) and the BIDDER is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter (as applicable) and the PRINCIPAL is a Government Company.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of
corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the PRINCIPAL**

1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike, and before and during the tender process will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 The principal will exclude from the process all known prejudiced persons.

1.4 All the officials of the PRINCIPAL will report to the Vigilance office of its Holding company (Bharat Petroleum Corporation Ltd) for any attempted or completed breaches of the above commitments as well as any substantial suspicion, criminal offences of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

**Commitments of BIDDERs**

3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices,
unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.14 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in
respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit the applicable amount as Earnest Money/Security Deposit, with the PRINCIPAL through any of the following instruments:

   (i) Bank Draft or a Pay Order in favour of Bharat Petroresources Limited

   (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

   (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of three months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required-
(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PRINCIPAL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x)
of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6.4 If the Principal obtains knowledge of conduct of a BIDDER, its subcontractor, employee or representative or an associate of a Bidder which constitutes corruption, or it the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office of BPCL.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The PRINCIPAL has appointed competent and credible Independent Monitors (hereinafter referred to as Monitors) for this Pact. Name and address of the Monitor is given below:

   Name: Shri. Brahma Dutt
   Address: A-1, Safdarjung Enclave, New Delhi - 110029
   E-mail ID: dutt.brahm@gmail.com
   Phone No.: 09871920282

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. He will report to the Board of Directors of the Principal.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL and request to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the BIDDER to present its case before its recommendation to the Principal.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL at Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director of the Principal.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

13 The parties hereby sign this Integrity Pact at (Place)........................... on____________________.

Sd/-

PRINCIPAL  BIDDER

Name of the Officer.  Authorized Signatory

Designation  Designation
Witness

1. __________________________

2. __________________________

Witness

1. __________________________

2. __________________________

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers.
PERFORMANCE BANK GUARANTEE (ANNEXURE VI)
(On Non-judicial paper for appropriate value)

To
Bharat Petroresources Ltd.

Dear Sirs,

M/s. ___________________________ have taken tender for the work ___________________________ CRFQ No./ PO No. ___________________________
for Bharat Petroresources Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. ____________ (Rupees ____________________________) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroresources Ltd. in case of default.

The said ___________________________ have approached us and at their request and in consideration of the premises we ___________________________ having our office at ___________________________ have agreed to give such guarantee as hereinafter mentioned.

1. We ___________________________ hereby undertake and agree with you that if default shall be made by M/s. ___________________________ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroresources Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____________________________ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said ___________________________ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. ___________________________ (Rupees ___________________________) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. ___________________________ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said ___________________________ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees ___________________________. Our guarantees shall remain in force until ___________________________ unless a suit or action to enforce a claim under ___________________________ Guarantee is filed against us within six months from ___________________________ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ___________________________ granted to him by the Bank.

Yours faithfully

______________________________ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.
NON DISCLOSURE AGREEMENT  (ANNEXURE VII)

This Agreement is made as of the -------- 2016 between BAHARAT PETRORESOURCES LTD. (BPRL) a Government of India Enterprise, having its registered office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai  -400001 hereinafter referred as First Part which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ------------------ a company incorporated under the Indian Companies Act, 1956, and having its registered office at --------------------------- hereinafter called "Second Part " which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in Exhibit A (the "Business Purpose"), M/s----------------------------- hereby agreed that during the Confidentiality Period:

a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
a. Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b. Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or

c. Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or

d. Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.

e. Is disclosed with the prior consent of the disclosing party; or

f. The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Receiving party agrees not to remove any of the other party’s Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Disclosing party’s failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

11. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

12. With regard to the confidential information of M/s disclosed to BPRL, BPRL agrees to comply with all the obligations of receiving party mentioned in this Agreement.

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

M/S __________________________  BHARAT PETRORESOURCES LIMITED

Signature: ______________
Printed Name: ______________
Designation: ________________

Signature: ______________
Printed Name: ______________
Designation: ________________
Exhibit A

1. Business Purpose:……………………………………………………………………………………………………………………………………………………………………

2. Confidential Information of M/s:………………………………………………
   a. All communication/ information submitted to the BPRL relating to the proposal of M/s ________________ for the purpose of procurement and subsequent integration with existing infrastructure of BPRL, marked as confidential.

3. Confidential Information of BPRL:
   a. All details relating to architecture and other Network infrastructure details of BPRL etc.
   b. All information shared in oral or in written form by BPRL with M/s__________________________
   c. Any information desired by M/s___________________ shall be justified for.
   d. Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.
   e. Draft Technical specifications for the various projects and Tender documents for the same.

BPRL:______________________________ M/s:______________________________

Signed Signed