



EMPANELMENT OF CONSULTANTS

1. BACKGROUND:

Bharat PetroResources Ltd. (BPRL), is a fully-owned subsidiary company of Bharat Petroleum Corporation Limited (BPCL). BPRL is currently engaged in exploration activities in various blocks in India and Abroad. As an Operator in Block CB-ONHP-2017/9 in Cambay Basin and joint operator in Onshore block-1, Abu Dhabi, BPRL is responsible to carry out various activities such as Seismic data interpretation, drilling and testing of wells. Blocks in Brazil, Mozambique and Indonesia are in the advance stage of Appraisal & development phase. Further, blocks in Cauvery basin are into development phase and Fields in Russia and Abu Dhabi are in production stage.

2. REQUIREMENT OF DOMAIN EXPERT/ CONSULTANTS:

Presently, BPRL is looking for experienced E&P professionals/ individuals for empanelment in the following domains:

- Petrophysics
- Mud Engineering
- Drilling Engineering
- Production & Completion Engineering
- Facility Planning, Design and Costing
- Reservoir Engineering
- Geoscience
- HSE

QUALIFICATION CRITERIA FOR ALL POSITIONS:

The candidates shall be ranked on the basis of marks obtained as per criteria upon documents submission. The maximum mark for the selection criteria shall be as under:

Sr. No.	Qualification Criteria	Marks	Details
1	Academic qualification	10 10	For B.E/ B Tech/ Bsc. Engg in case of Engineer and MSc in case of all other disciplines Additional 10 marks for M Tech in case of Engineer and PhD in case of all other disciplines.
2	Professional Experience	40	Ten marks for the minimum experience of 10 yrs and 2 marks for each additional years of experience up to 25 yrs of experience.
3.	Personal Interview	40	These marks will be given by the interview panel member based on the personal interview.
	Total	100	



(Note: The ranking will not have any impact in case any Consultant is staying outside Mumbai. Documentary proof is required for Academic and professional qualification).

Based on the responses received and the accepted credentials (total marks obtained considering Sr. No. 1 & 2), the top most 5 candidates (max) shall be short listed and called for personal interview. After personal interview of the selected candidate, upto 3 candidates (maximum) from each category shall qualify for empanelment based on overall ranking (aggregate marks Sr. No.1, 2 to 3). However, the minimum qualifying passing mark for consultant will be 60.

The candidates shortlisted for the interview shall be eligible to get reimbursement of to & fro economy class air fares/ Second class AC rail fares from residence place to BPRL Mumbai office. Candidates failing to attend the personal interview shall be rejected and their application will not be considered further.

2.1 Petrophysicist:

The candidate should be experienced in all Geological & Geophysical (G&G) aspects of upstream Exploration & Production activities and knowledgeable person of industry repute.

Qualification Criteria:

- Post Graduate Degree in Geophysics/Geology /Physics with Electronics/ B.E./ B. Tech in Petroleum Engineering or Electric Engineering with minimum 60% marks from a recognized university/institute.
- Candidate should have minimum 10 years of relevant experience in E&P industry in petro physical interpretation, operations and log data processing.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard Petrophysical software like Geolog, Techlog, ELAN or equivalent is a must.
- Preliminary knowledge of geological & geophysical interpretation, reserve estimation and reservoir engineering aspects is desirable.

Responsibilities:

Consulting Petrophysicist would have mainly following responsibilities:

- Plan logging programme for the company operated wells and liaise with logging contractors for detailed operation planning, tool selection and quality/cost control and logistics.



- Petrophysical analysis of the well logs including calculation and calibration of Vshale, SW, and permeability by using deterministic as well as probabilistic approaches in close co-operation with a team of Geophysicists, Geologists and Reservoir Engineers.
- Generating and plotting of final composite & interpreted log.
- Generating petrophysical report based on the petrophysical analysis.
- Identification and suggestion of the intervals for MDT, DST and testing based on the log interpretation.
- Calibration of log interpretation with core data for evaluation of reservoir properties.
- Prepare petrophysical models required for reservoir modeling and AVO & Inversion studies.
- Preparation of various technical specifications, scope of works (SOW) for floating tenders related to job, attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- Providing hands-on training to BPRL's geoscientists for well log interpretation and analysis.
- Presentation of the results to management and the consortium partners as and when required. Carry out quantitative evaluation of hydrocarbon zones, to determine their petrophysical parameters: porosity, water saturation, salinity and gross & net pay thickness to integrate results into subsurface studies.
- Single or multi-well (field-scale) petrophysical evaluations
- QC of relevant formation evaluation data e.g. open and cased hole logs, CCA, SCAL, mudlogs, pressure data, fluid samples and work closely with Well Engineers and vendor logging companies Monitor partners operations in respect of log acquisition, core analysis and petrophysical interpretation as and when required.
- Evaluate well results by fully utilizing all the available well data (Logs, Core, RFT Measurements, Lithology Log, image log and Well Tests, etc.).
- Keep abreast of developments in logging techniques, with particular reference to log recording equipment, and computerized log interpretation, monitoring technical literature and participating in seminars and distributing knowledge to relevant departments.



- Provide comprehensive formation evaluation programme & recommendation to proposed wells.
- Provide operational petrophysical support during well operations.

2.2 Mud Chemist:

The candidate should be experienced related to drilling fluid aspects of well drilling in exploration & production fields and knowledgeable person of industry repute.

Qualification Criteria:

- B.E. / B. Tech/ Bsc. Engg. in Chemical Engineering, Post graduation in Chemistry with minimum 60% marks from a recognized university/institute.
- Candidate should have minimum 10 years relevant experience in E&P industry in design, planning, monitoring and preparation of drilling fluids for various types of oil and gas wells for drilling operations in exploration and production stages.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard drilling fluid simulation software is a must.

Responsibilities:

Consulting Mud Chemist would have mainly following responsibilities:

- Drilling fluid design, Planning and execution during well drilling activities.
- Preparation of various technical specifications, design the scope of works (SOW) for material procurement of various drilling fluids chemicals including oil base & HPHT wells and additives as per the requirement for floating tenders, attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- To control mud loss activity during drilling operations.
- Monitoring of drilling fluid performance, instruction to drilling fluid contractors during drilling activities.
- Suggest requisite cost effective remedial programs to minimize the NPT.
- Good commercial awareness / analyzing the economics & risk assessments and thereafter suggest optimal drilling fluid (quality, weight, quantities) during the drilling campaign in close co-operation with a team of Geophysicists, Geologists, Reservoir Engineers and asset team.



- Written and verbal reporting of technical studies and occasional presentations to management, partners and government bodies/representatives.

2.3 Drilling Engineer:

The candidate should be experienced in all drilling engineering aspects of upstream exploration & production activities and knowledgeable person of industry repute.

Qualification Criteria:

- B.E./ B. Tech/ Bsc. Engg. in Mechanical, Petroleum Engineering, Electric or Chemical/Civil Engineering with minimum 60% marks from a recognized university/institute. Candidates with post-graduation (M.E. / M.Tech/ M.S.) may also apply.
- Candidate should have minimum 10 years relevant experience in E&P industry in design, planning and drilling of vertical, horizontal and deviated wells in exploration and production stages both onshore and offshore. Well versed with design, planning and execution of fishing operations in these wells and preferably should also have experience drilling cluster and HTHP wells.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard well planning and design software is a must.

Responsibilities:

Consulting Drilling Engineer would have mainly following responsibilities:

- Well design, Planning and execution of drilling activities for exploration, appraisal and development wells.
- Selection of Rig and preparing scope of work and technical specification for hiring the drill Rig services.
- Design the scope of work for material procurement of various drilling related tenders e.g. casing, drilling bits, tubular, liners, packers and completion assemblies. Preparation of various technical specifications, scope of works (SOW) for floating tenders related to job, attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- Monitoring of drilling activities, issue instructions to company man at drilling sites.
- Suggest requisite cost effective remedial programs to minimize the NPT.



- Good commercial awareness / analyzing the economics and risk assessments of drilling campaign in close co-operation with a team of Geophysicists, Geologists, Reservoir Engineers and asset team.
- Liaise with testing, FEED and facilities contractors for operation planning, surveillance tool selection and quality/cost control and logistics.
- Written and verbal reporting of technical studies and occasional presentations to management, partners and government bodies/representatives.

2.4 Completion and Production Engineer:

The candidate should be experienced in Production & Completions Operations of upstream exploration & production business.

Qualification Criteria:

- Bachelor or Master Degree in Chemical/Petroleum/Mechanical/Petroleum Engineering with minimum 60% marks from a recognized university/institute
- Candidate should have minimum 10 years of relevant experience in E&P industry in oil & gas well completion and production.
- The maximum age limit will be 65 yrs on the last date of submission of application.

Responsibilities:

Consulting Completion and Production Engineer would have mainly the following responsibilities:

- Monitor and evaluate the production and efficiency of an oil or gas well.
- Monitor & supervise the production processes and design completion systems and select best equipment/system for maximize production rates.
- Well & artificial lift design, optimization & analysis, well performance analysis, gas lift design, analysis, optimization, preparation of scope of work & production related materials & services, operation, troubleshooting and automation, design and installation of Sucker rod pump / Electric Submersible pump, PC pump design, installation, operation and troubleshooting, Single/multiphase fluid flow - vertical, horizontal and inclined, including tubing/pipeline sizing and optimization,
- Work over, Well completion, Well repairs/ re-completion, Productivity enhancement, Scale, Sand & Water control measures.



- Preparation of various technical specifications, scope of works (SOW) for floating tenders related to well completion, stimulation, acidization, hydrofrac work (incl. CTU, Packer etc), attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- Plan, design & execute well stimulation activities like Hydrofracuring, Acid jobs, etc

2.5 Offshore/ Onshore Facility Design Engineer:

The candidate should be experienced in facilities planning, design and execution for the onshore/offshore oil & gas fields.

Qualification Criteria:

- B.E./ B. Tech in Mechanical, Civil, Electric, Electronics or Chemical Engineering with minimum 60% marks from a recognized university/institute.
- Candidate should have minimum 10 years relevant experience in E&P industry in facilities design, planning and execution for onshore/offshore oil & gas fields.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard facilities planning and design software is a must.

Responsibilities:

Facility design and Planning Engineer would have mainly the following responsibilities:

- Feasibility study, Conceptual and final field development detailed design and planning.
- Cost estimation, technical & commercial risk analysis.
- Flow Assurance, process studies, upgrades & modification studies.
- Due diligence, allocation studies.
- Front End Engineering Design Studies (FEED).
- Preparation of various technical specifications, scope of works (SOW) for floating tenders related to related to facility design and planning, attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- Preparation and evaluation of engineering and procurement tenders.
- Execution of field development through PMC/EPCM, EP and EPC delivery model



- Selection of facilities for early production system (EPS), artificial lifts system and Full field development (FFD).
- Good commercial awareness / analyzing the technical and economics risk assessments of EPS and FDP campaign in close co-operation with a team of Geophysicists, Geologists, Reservoir Engineers and asset team.
- Liaise with EPC, FEED and facilities contractors for operation planning, concept selection and quality/cost control.
- Written and verbal reporting of technical studies and occasional presentations to management, partners and government bodies/representatives.

2.6 Reservoir Engineer:

The candidate should be experienced in all reservoir engineering aspects of upstream exploration & production activities and knowledgeable person of industry repute.

Qualification Criteria:

- B.E./ B. Tech in Petroleum Engineering or Chemical Engineering with minimum 60% marks from a recognized university/institute. Candidates with post-graduation (M.E. / M.Tech/ M.S.) in Petroleum Engineering may also apply.
- Candidate should have minimum 10 years relevant experience in E&P industry in reservoir properties modeling, Field development planning both onshore and offshore, well test data interpretation, data acquisition operations.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard Reservoir Engineering software like Petrel RE, Eclipse simulator, Pansystem, Petex or equivalent is a must.
- Expert level knowledge of reservoir properties interpretation & modeling, reserve estimation and small size field developments aspects is desirable.

Responsibilities:

Reservoir Engineer would have mainly the following responsibilities:

- Validate estimated resources / reserves & forecasting for hydrocarbon asset evaluations and development planning.
- Perform & validate static and dynamic reservoir modeling along with reservoir simulation studies to optimize recoveries.



- Advise on reservoir fluid characterization, production technology, FDP & field level execution.
- Hands on experience with standard software packages (including Petrel-RE/Eclipse/Nexus, GAP-Mbal, Pansystem)
- Evaluate and predict pressure maintenance and enhanced recovery performance.
- Advise on well proposals, placement, well stimulation, intervention, cost effective remedial programs, and reserves recovery optimization techniques.
- Good commercial awareness / analyzing the economics and risk assessments of major development programs in close co-operation with a team of Geophysicists, Geologists and asset team.
- Liaise with testing, FEED and facilities contractors for detailed reservoir exploitation, operation planning, surveillance tool selection and quality/cost control and logistics.
- Preparation of various technical specifications, scope of works (SOW) for floating tenders for reservoir engineering, reserve certification, well testing, third party dynamic modeling studies, attend pre-bid meeting, carry out technical evaluation of the vendors etc, including site visit while drilling operation is in progress.
- Written and verbal reporting of technical studies and occasional presentations to management, partners and government bodies/representatives.

2.7 Geoscience:

The candidate should be experienced in all Geoscience aspects of upstream exploration & production activities and knowledgeable person of industry repute.

Qualification Criteria:

- Master of Geology/Geophysics (MSc./M.Tech/MSc.Tech) with minimum 60% marks from a recognized university/institute.
- Candidate should have minimum 10 years relevant experience in E&P industry in G&G data interpretation and Petroleum system Modelling.
- The maximum age limit will be 65 yrs on the last date of submission of application.
- Proficient working on industry standard G&G software like Petrel, Paradigm or Decision Space or equivalent is a must.



- Expert level knowledge of G&G data interpretation & Petroleum System Modelling and reserve estimation is desirable.

Responsibilities:

Geoscience would have mainly the following responsibilities:

- Validate G&G data (well and seismic) interpretation for release of well location.
- Perform Petroleum System Modelling studies.
- Assessing hydrocarbon potential of development, delineation and existing discovery projects as needed.
- Identifying key uncertainties in subsurface data and interpretations, preparing alternative possibilities as required
- Update the reservoir model as new geophysical or geological data became available, mainly new development wells. Integrate log, production and geophysical data into geological model.
- Execute interpretation of conventional seismic data or attribute volumes for providing reservoir models useful in well design, drilling and resource evaluation.
- Contribute in identifying possible actions to ensure maximum efficiency in the development plan
- Contribute to the preparation of development documents
- Interpretation of conventional seismic volume and seismic attributes volumes, mapping of geophysical variables.
- Seismo-Stratigraphic interpretation, seismic sequence analysis, seismic facies analysis.

2.8 HSE Engineer:

The candidate should be experienced in all HSE aspects of upstream exploration & production activities and knowledgeable person of industry repute.

Qualification Criteria:

- The person should hold B.E. / B. Tech/ Bsc. Engg. in engineering with minimum 60% marks from a recognized university/institute.



- In case of B.E/B.tech/Bsc. Engg. In safety Fire Engineering, candidate should have experience of Minimum 10 years' in HSE management and HSE activities in upstream oil and Gas mines.
- In case of BE/B.tech/Bse Engg, in any discipline other than Safety Fire Engineering, candidate should also hold a HSE diploma course from recognised university/Institute and have experience of Minimum 10 years' in HSE management and HSE activities in upstream oil and Gas mines.
- The maximum age limit will be 65 yrs on the last date of submission of application.

Responsibilities:

HSE Engineer would have mainly the following responsibilities:

- Assist BPRL team in obtaining environment related clearances / approvals for the project, such as Consents from Pollution Control Board, Ground water clearances etc. and submission of periodic compliance related to above approvals.
- Reviewing the bridging document of HSE plan between BPRL and all service Contractors. Advising any necessary corrective procedures in HSE plan as per BPRL's Disaster Management Plan (EMP) & Risk Management Plan (RMP).
- Preparation and updating of HSE management system, Safety Management plan, HSE policy.
- Preparation and updating of SOP's for all critical activities.
- Ensuring adherence of HSE policy during rig building, dig down & ILM operation. Advising other Contractors to take corrective measures according to laid down guidelines of HSE plan at drill site.
- Ensuring that all safety precautions have been taken before spudding as per relevant guidelines. Ensure practice of using work permit system at drill site.
- Ensure all safety measures HSE tools are in place all the time.
- Co-ordinate any environmental & safety regulatory representative's visits on site.
- Supervise physical monitoring of ambient environment in and around the drilling locations.
- Prepare environmental & safety compliance reports as per standards oil field practices and put together regular internal reports.



- Preparation of week/ fortnightly safety reports as per OMR/OISD/BPRL.
- Preparation of all reports on daily basis as per DGMS formats.
- Impart training to the various contract labours and prepare safety training reports.
- Conduct safety talk and also conduct safety briefing as and when required.
- Perform all necessary safety audits, report findings & take necessary action to rectify the same.
- Encourage safety culture at site by promoting hazard identification across all levels of personnel.
- Report any incidents/accidents, safety related issue, safety drills along with supporting documents from time to time to BPRL representative at site & office.

3. COMMERCIAL TERMS AND CONDITIONS FOR ALL POSITIONS:

- The empanelment shall be for the duration of 2 years from the date of the letter of intimation. Once empanelled, the service of such consultant may be utilized as and when it is required. BPRL does not guarantee any minimum work days for which the empanelled domain specialist will be actually deployed during the empanelment period.
- A fee of Rs. 10,000/- per day (excluding service tax) will be paid for the no. of days engaged in any month. Service tax/ GST or other statutory taxes, levies, as applicable will be paid/ reimbursed separately.
- The allocation of job shall be as per relevant previous experience and nature of job involved. In case of multiple jobs/ requirement at the same time for various blocks, more than one empanelled consultant may be called simultaneously.
- Empanelled individuals on outstation tour to any BPRL office/sites/partner's office shall be provided with daily allowance, necessary travel arrangements and local/outstation conveyance equivalent of JG "F" of BPCL employee. Transit accommodation at work location will be provided to outstation consultants by BPRL.



- In case the Consultants residence place and BPRL's work location are same, reasonable local conveyance maximum upto INR. 600/- per day shall be paid in addition to the daily fixed remuneration.
- All empanelled consultants/ domain experts will be required to sign a requisite Confidentiality Agreement (CA) for the work assigned to them. Copy of CA is enclosed as **Annexure – A**.
- The bio data shall be submitted as per the Bio Data application Format shown in **Annexure – B**.
- The above is subject to the verification and acceptance of relevant documents.
- Please note that BPRL shall not be responsible for any postal delay or loss/non-delivery. No request in this regard will be entertained. BPRL reserves the right to reject/accept any or all the offers at its discretion.
- As a token of acceptance of all the terms and conditions, candidate is required to send the signed Enquiry document i.e. Instruction to Candidate along with all annexures.

Candidates desirous of applying may send their application with detailed resume including contact details (e-mail address, phone, mobile, etc) to the address mentioned below before **14:00 Hrs (IST) on 22.03.2023**. Applications received after the deadline shall not be evaluated. On top of the envelope, candidates shall mention name of the domain for which the application is being made.

Manoj Kumar Maurya

Sr. Manager (Geophysics)

Bharat PetroResources Limited,

BPCL 'A' Installation, 2nd Floor Amenities Block,

Sewree Fort Road, Sewree, Mumbai-400015

Contact No. 022-24188660 / +91 9619585577

Email id. manoj.maurya@bharatpetroresources.in



Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered on this _____ day of _____ 2023 “Effective Date”

BETWEEN

Bharat PetroResources Ltd, a company incorporated under the Companies Act, 1956 having its registered office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai 400 001, India (hereinafter referred to as “**Disclosing Party**” which expression shall, unless repugnant to the context or contrary to the meaning thereof, includes its representatives, successors and permitted assigns.

AND

<.....>, a company registered with <.....> and having its Registered Office at <.....> (hereinafter referred to as “**Receiving Party**”) and unless repugnant to the context or contrary to the meaning thereof, includes its representatives, successors and permitted assigns.

Both the Disclosing Party and the Receiving Party are collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

- A. The Receiving Party is desirous to bid for ‘Empanelment of Consultants’ by the Disclosing Party
- B. It is now desired that a confidentiality agreement to be executed between the parties for Disclosing Party to provide the Receiving Party certain proprietary and/or confidential information relating to legal, financial, commercial, technical and data including knowledge and information whether in oral, written, electronic or any other form or medium.
- C. Such disclosure of proprietary and/or confidential information shall be at the absolute discretion of Disclosing Party. It is agreed that any disclosure of proprietary and/or confidential Information will be made under the following terms and conditions.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- (i) ‘**Affiliated Company**’ shall mean any company or legal entity which controls, or is controlled by, or which is controlled by an entity which controls, a Party.



- (ii) **'Control'** means the ownership directly or indirectly of fifty percent (50%) or more of the voting rights in a company or other legal entity.
- (iii) **'Confidential Information'** means all information including information proprietary to the Disclosing Party, which the Disclosing Party discloses to the Receiving Party or its representatives in connection with the Permitted Purpose whether in written, electronic or any other form or medium in which such information may be kept, or in the course of any oral or written communications with the Receiving Party or its representatives or its advisers in relation to the Permitted Purpose, including but not limited to:
 - technical, contractual and commercial data and information relating to the Permitted Purpose, including (without limitation) agreements, geological and geophysical data, maps, models interpretations etc.; financial information etc.;
 - analyses, compilations, studies and other material prepared by the Disclosing Party or its advisers which contain or otherwise reflect or are generated from any such information as is specified in sub-paragraph (iii) above; and
 - the terms and conditions of this Agreement based on which discussions are taking place between the Disclosing Party and the Receiving Party.
- (iv) **'Permitted Purpose'** shall mean scope of work as defined in Point Number 2 of Scope Document.
- (v) **'Third Party'** is any party (other than an Affiliate Company) that is not a signatory to this Agreement.

2. From the date of execution of this Agreement:

- (a) Receiving Party agrees that pursuant to this Agreement, the Confidential Information shared for the Permitted Purpose shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronic media, without the Disclosing Party's prior written consent, except as provided in this Agreement.
- (b) Receiving Party shall not make any disclosure of Confidential Information to any Third party without Disclosing Party's prior written consent. The Receiving Party on receiving any such consent, shall procure a written undertaking of confidentiality from such Third Party/ies, enforceable by both the Parties, substantially in the same form and content as this Agreement.



Provided however that the Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to any of the following persons, who have a clear need to know in order to evaluate the Confidential Information for the Permitted Purpose or any transactions between the Parties in connection with the Permitted Purpose:

- (i) employees, officers and directors of the Receiving Party;
- (ii) employees, officers and directors of an Affiliated Company;

The Receiving Party shall be responsible to the Disclosing Party for the compliance of (i) through (ii) above, by any such person(s) to the terms of this Agreement as though such person(s) is the Receiving Party.

- (c) The Receiving Party shall not use the Confidential Information for any other purpose except for the Permitted Purpose.
- (d) The Receiving Party shall maintain appropriate standards, consistent with the standards which it would observe with respect to its own confidential information to ensure the confidentiality required hereunder including such reasonable care as shall be consistent with the efforts the Receiving Party regularly exercises with respect to preservation of its own confidential data and information as is required by applicable law.

3. Notwithstanding clause 2 herein, the confidentiality obligations under this Agreement shall not apply to any Confidential Information which:

- (a) is at the time of disclosure available to general public; or
- (b) becomes available to the general public through no fault or failure of Receiving Party or of any other person to whom Confidential Information has been provided pursuant to this Agreement following disclosure by the Disclosing Party; or
- (c) the Receiving Party can demonstrate that the information was legally in its or an Affiliated Company's possession before disclosure by the Disclosing Party to "information which was already known to Bidder prior to being furnished pursuant to this Agreement"; or
- (d) the Receiving Party or an Affiliated Company can prove to have independently developed without using the data/ information provided by the Disclosing Party; or
- (e) is required to be disclosed to Government/statutory authorities as per laws or regulations of the country or the rules of stock exchange in which stocks of the Party are listed (provided that the Receiving Party shall make all reasonable efforts to give prompt written notice to Disclosing Party prior to such



disclosure); or

- (f) is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the Receiving Party or an Affiliated Company.
4. All disclosure of Confidential Information by the Disclosing Party will be in accordance with the terms and conditions of this Agreement and the Receiving Party shall be liable for payment of damages to the Disclosing Party arising out of a breach of any terms or conditions of this Agreement, provided that neither Party shall be liable to the other in any action initiated by the other for special, indirect, punitive or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same be caused.
 5. Without prejudice to any other rights or remedies which either Party may have, the Receiving Party agrees that damages alone may not be an adequate remedy for any breach of this Agreement and that Disclosing Party will therefore be entitled to seek an injunction, specific performance and/or other equitable relief for actual breach of this Agreement in accordance with law.
 6. The Parties recognise that there may be Confidential Information, which are bound by the relevant secrecy and/or non-disclosure agreements with third party(s). In the event that it is deemed necessary to disclose such Confidential Information, the Disclosing Party shall seek prior consent of such third party(s) and the Receiving Party may be required to enter into substantially similar secrecy and/or non-disclosure agreement with the said third party(s).
 7. Disclosing Party warrants and represents that it has the full right and authority to disclose the Confidential Information under this Agreement to the Receiving Party. The Parties agree that the Confidential Information is provided on an "as is" basis and Disclosing Party makes no warranty, express or implied or representation as to the accuracy of the data or its fitness for use for any purpose whatsoever. The Disclosing Party shall not be liable for any costs, losses, damages or expenses resulting from any inaccuracy or omissions in the data / information whether or not caused by error or negligence on the part of Disclosing Party.
 8. The Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party may demand the return thereof upon giving written notice to the Receiving Party. Within 30 days (Thirty days) of receipt of such notice, the Receiving Party shall return all the original Confidential Information disclosed by Disclosing Party and shall destroy all copies and reproductions (both written and electronic) of such Confidential Information in its possession and the possession of persons to whom it was disclosed pursuant to Clause 2 hereof.



9. Nothing in this Agreement shall be construed to grant a Party any privilege rights or licence under any intellectual property or trade secrets of another party.
10. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the Disclosing Party's interests in the areas of mutual interest in respect of the Permitted Purpose.
11. All disputes arising out of or in relation to this Confidentiality Agreement, including any question regarding its existence, validity or termination which cannot be resolved amicably by the Parties, shall be referred to an Arbitral Tribunal comprising three arbitrators, in accordance with the Arbitration and Conciliation Act 1996 including any statutory amendments or re-enactments thereof. The Award given by the Arbitrators shall be final and binding on the Parties. The venue and the seat of the Arbitration shall be at Mumbai, India. The language of the proceedings of the Arbitration shall be in English.
12. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts in Mumbai, India.
13. The obligations hereunder shall be perpetual in duration
14. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
15. The Parties shall not assign this Agreement other than to an Affiliated Company, in which case the assignee Party shall remain liable for all obligations, whether express or implied, under this Agreement. In case of any such assignment, the assigning Party shall inform in writing to the other Party of such assignment, within 7 (seven) days thereof.
16. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating to the Confidential Information, whether written or oral, expressed or implied.
17. Neither Party shall issue any press release nor other public statement related to this Agreement, save with the prior consent of the other.
18. All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as shown below, and delivered in person, by courier, or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Verbal communication does not constitute notice for purposes of this Agreement, and



e-mail addresses are listed below as a matter of convenience only. A notice given under any provision of this Agreement shall be deemed delivered only when received by the Party to whom the notice is directed. "Received" for purposes of this article means actual delivery of the notice to the address or facsimile address of the Party shown below:

a) Bharat PetroResources Ltd.:

Kind Attn: Mr. Manoj Maurya
BPRL, BPCL 'A' Installation,
Sewree Fort Road, Sewree, Mumbai-400015
Tel: 022-24188660
Email: manoj.maurya@bharatpetroresources.in

b) M/s _____ :

Kind Attn: <Mention name. designation etc.>,
<Mention Address>
Tel: <mention telephone no.>
Email: <mention email>
Fax: <mention fax no.>

IN WITNESS THEREOF, the Parties have executed this Agreement by their duly authorised representatives as of the date first written above.

For and Behalf of Bharat PetroResources Ltd. _____ Authorised Signatory of above named Name: Designation: Witness: Name: Designation:	For and Behalf of M/s _____ _____ Authorised Signatory of above named Name: Designation: Witness: Name: Designation:
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Annexure-B

BIO DATA FOR SENDING PARTICULARS FOR EMPANELMENT

1. Name of the person (in Full)
2. Father's Name
3. Date of Birth
4. Date of entry into service (Company Name)
5. Date of retirement (if applicable)
6. Post held at the time of retirement (if applicable)
7. Academic Qualification
8. Present Address
9. Contact No.
 - a) Telephone
 - b) Mobile
 - c) Fax
 - d) E-mail address

Please affix
latest passport
size photograph

10. Position held/ Professional experience (from the date of joining any organization till date of application)

Sl.	Organization	Designation & place of posting	Nature of job carried out	From	To	Duration
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11. Brief details of work experience
12. Experience in handling procurement/ tenders
13. Brief details of any other domain experience
14. Knowledge in software and workstation
15. Present assignment (if any)

Date :

Name & Signature

Place :