

TENDER DOCUMENT

For

**Empanelment of Geologist, Petrophysicist, Geophysicist &
Reservoir Engineer for interpretation and supervision of
field operations**

Tender No.: SunPetro/ITB/2018-19/G-150



**SUN PETROCHEMICALS PRIVATE LIMITED
(SunPetro)**

**17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra [INDIA]**

Phone No: +91-22-66455900/ 66455919

Fax No. +91-22-6645 5685

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SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra [INDIA]

www.sunpetro.com/song

CIN:U24219GJ1995PTC028519

Ref. No. SunPetro/ITB/2018-19/G-150

Date: 21-12-2018

INVITATION TO BID

Tender No.: SunPetro/ITB/2018-19/G-150

Subject: Empanelment of Geologist, Petrophysicist, Geophysicist & Reservoir Engineer for interpretation and supervision of field operations

Dear Sir / Madam

1.0 Sun Petrochemicals Private Limited (hereinafter referred to as **Sun Petro / Company**) is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes :

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

Bidders are requested to read the instructions and requirements in the Tender Document carefully and accordingly to submit the **Technical & Un-Priced Commercial Bid** in one envelop and **Priced Commercial Bid** in another envelop as stated above, each in a separate wax sealed envelopes. Both envelopes are required to be placed in one wax sealed envelope and be sent to the tendering office address. Bids should be complete in all respects, as per the requirements of the relevant **SECTIONs & ANNEXUREs**.

1.1 SALIENT FEATURES OF THE TENDER

1]	Tender No.	<i>SunPetro/ITB/2018-19/G-150</i>
2]	Title of Tender	Empanelment of Geologist, Petrophysicist, Geophysicist & Reservoir Engineer for interpretation and supervision of field operations
3]	Brief Scope of Work	As per SECTION-4
4]	Bid Validity	120 days
5]	Last Date Of Receipt of Queries From Bidders	10 days from the date of issue of this ITB
6]	Tender Closing Date & Time	21-01-2019 at 1500 hrs. IST <i>The tender closing date shall not be extended. Therefore, bidders are requested to submit the bid on or before the closing date.</i>
7]	Address For Correspondence /Tendering Office	HEAD –COMMERCIAL & SUPPLY CHAIN MANAGEMENT (SCM) SUN PETROCHEMICALS PVT. LTD. (SunPetro) 17/B, Mahal Industrial Estate, Mahakali Caves Road,Andheri (E), Mumbai– 400093. Maharashtra (India). Phone No: +91-22-66455900 / 66455745 <i>e-mail surendra.mishra@sunpetro.com</i>
8]	Empanelment period	Three years
9]	Terms & Conditions of Contract	As per SECTION-3 of this tender Document

NOTE:

RECEIVING THE TENDER FROM COMPANY DOES NOT QUALIFY THE BIDDER AUTOMATICALLY FOR THEIR BID CONSIDERATION. THE BIDDER HAS TO QUALIFY TENDER TERMS & CONDITIONS INCLUDING BEC DESCRIBED IN THE TENDER

1.2. ACKNOWLEDGEMENT OF TENDER DOCUMENT

Bidder(s) receiving this 'Invitation To Bid' are required to confirm in writing whether they intend to bid or not within two days from electronic issue of this document , stating the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

1.3. PRICING STRATEGY

Bidder is to quote strictly as per the 'Price Schedule' (SECTION-7) of this Tender document.

1.4.. EVALUATION STRATEGY

Evaluation of Bids for awarding will be based on the most advantageous offer to Sun Petro reflecting a combination of technical acceptance, qualification and Cost .

However, Company reserves the right to reject or accept, in whole or in part, any Bid; waive formalities in the bidding process to negotiate Contract terms with any individual bidder when such is deemed fit by Company to be in their best interest. Company will be under no obligation to provide reasons for accepting or rejecting any Bid.

1.5 AWARD STRATEGY

Individual award will rest with SunPetro discretion

1.6 SUBMISSION OF BIDS

Your wax sealed bid (ENVELOPE-I and ENVELOPE-II), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one waxed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.

1.8 Bidders to note that Non-compliance with the bidding instructions, except as permitted in the Bid and/or late arrival of Bid shall result in Bid not being considered.

1.9 Only bids submitted by bidders who have been issued bid document by the Company shall be considered whereas unsolicited bid shall not be considered.

Further details are available in the Tender Document for the compliance.

Please acknowledge the receipt of the tender document per ANNEXURE-1 within 7 days from date of this ITB.

We look forward to receive your bid complete in all respects on or before due date and time of bid submission.

Regards,



Surendra Mishra
Head-Commercial & Supply Chain Management
Sun Petrochemicals Pvt. Limited
17/B, Mahal Industrial Estate, Mahakali Caves Road Andheri (E),
Mumbai – 400093, Maharashtra, [INDIA]
Mob:+91-7506733131
Email:surendra.mishra@sunpetro.com

SECTION- 2

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 Bidders must review the General Conditions of the Contract (GCC) and Detailed Scope of Work /Supply and specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Schedule of Rates /Bill of quantity and other information in the Tender document.
- 2.1.2 Bidders shall be deemed to have understood, and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated ONLY in the format provided in ANNEXURE-4. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked “Not Applicable”.
- 2.1.3 Bids from agent / agent’s representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder’s Company .
- 2.1.4 Bids submitted by fax / email will summarily be rejected. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.
- 2.1.5 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.
- 2.1.6 Sun Petro may further place repeat order for any or all the Services at the same rates, terms and conditions for the other fields and offices which Sun Petro may acquire or associates in future.
- 2.1.7 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

2.2 Use of English Language

All correspondence, documentation and drawings shall be in the English Language.

2.3 Late Bids

Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company .

2.4 Clarifications

Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email:

surendra.mishra@sunpetro.com; sunpetro.tender@sunpetro.com

2.5 Submission of Bids

- 2.5.1 A two-Envelope single stage International Competitive Bidding (ICB) system, i.e. “Technical & Commercial Un-priced Bid” and “Commercial Priced Bid”, shall be followed.
- 2.5.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the separate sealed envelopes as follows:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

- 2.5.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However a Tick mark (✓) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid
- The **Priced Commercial Bid** shall contain **only prices duly filled** in as per the price schedule format.
- Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.

- 2.5.4 Each of the “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” shall be properly identified as “Original Technical & Un -Priced Un-priced commercial Bid” & “Copy Technical & Un-Priced Commercial Bid” and "Original Priced Commercial Bid" & "Copy Priced Commercial Bid".
- 2.5.5 **The “Original Technical & Un-Priced Commercial Bid” along with one more “Copy of Technical & Un-Priced commercial Bid” with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting “cut out slip as per ANNEXURE-3”. The same procedure shall be adopted for submission of the “Original Priced Commercial Priced Bid” and “Copy of Priced Commercial Bid” in separate envelope (ENVELOPE-II) by pasting “cut out slip as per ANNEXURE-4”. Each Bidder will submit two soft copies of complete signed and stamped “Technical & Un-Priced Commercial bid in the Flash Drive, in PDF format along with “Technical & Un-Priced Commercial Bid” in the sealed cover i.e. ENVELOPE-I.**
- 2.5.6 The entire Bid i.e. ENVELOPE-I and ENVELOPE-II should be then placed in a cloth-lined outer envelope duly sealed by pasting cut out slip as per ANNEXURE-5 and superscripted as prescribed.
- 2.5.7 The Bids shall be submitted to the following address:
- Head – Supply Chain Management
SUN PETROCHEMICALS PRIVATE LIMITED
17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093. Maharashtra, India.
- 2.5.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.
- 2.5.9 In the Technical & Un-Priced Commercial Bid all the technical ANNEXUREs should be submitted which would include compliance with Technical Specifications and all Price information should be left blank The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.
- 2.5.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of NOA.
- 2.6 Validity Period**
The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. Company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.
- 2.7 Certificate & Inspection**
At any time prior to execution of the contract or during the course of study/completion and thereafter, Company shall have the right to access workings/project/reports and bidder/contractor shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract.
It will be the Bidder’s responsibility to correct any deviations from specifications found by inspection prior to mobilization of equipment. This will be at the cost of the Bidder / Consultant.
- 2.8 Commercial Proposal Requirements**
- 2.8.1 Currency**
Prices quoted shall be in Indian Rupee (INR) for Indian Bidders and United States Dollars (USD) only or INR for Foreign Bidders. The foreign exchange rate shall be calculated on the date of bid closing date for evaluation of bids only, whereas the payment of invoices will be

made based on the exchange rate as prevalent the previous day of the payment. Indian Bidders must quote in Indian Rupee only and will be paid in INR only. The foreign bidders will be paid in quoted currency only.

2.8.2 Price in Words & Figures

In case of discrepancy between words and figures, the advantage in favour of Company will apply.

2.9 Deadline for Submission of Bids

The due date mentioned in the "Invitation to Bid" (ITB) shall be deadline for submission of bids. In case of the unscheduled holiday in Mumbai, (India) being declared by Company on the prescribed closing day of the tender, the next working day will be treated as the scheduled prescribed day of closing of the tender.

2.10 Splitting of work

The Company shall have a Right to split the work /supply between two or more bidders at its sole discretion.

2.11 Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI / Contract. Invoices shall be raised & un-disputed invoice / items shall be paid based on approved "Call out" orders for each Service. No payment will be due to the Consultant/ Supplier prior to signing of the Contract.

2.12 Taxes, Duties and Approvals

2.12.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transport insurance on a CIF basis at the designated port of delivery or Site Location in India. Except GST (if applicable to services provided under this Contract), the prices shall reflect delivery inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, excise tax and similar rates and fees, freight, insurance, and similar expenses. GST, if applicable, shall be paid by the Company at actual.

2.12.2 Bidder shall consider in their bid and shall be responsible to obtain at its own cost, all required Permits / Consents / Essentiality Certificates (EC) to avail concessional / Nil duties & taxes applicable for the field, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division

2.13 Mobilization Period / Delivery Period / Completion Period

Time is essence of the Contract and Consultant shall Supply / perform the Work and Services diligently in accordance with the Bidder's **promised delivery dates / Mobilisation period / Installation period / Completion Period as set forth in Delivery schedule or agreed for any additional work / services / Supplies**. In the event it becomes apparent that the delivery date cannot be met, the Consultant shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated Damages as specified in the Contract shall be applicable. The Company may also terminate the LOI /LOA or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the delivery schedule / Mobilization time.

2.14 ANNEXURES

Please note that **all ANNEXURES are placed at the end of this document**

SECTION-3

MODEL CONTRACT

- **Preamble of the Contract**
- **General Conditions of the Contract (GCC)**

PREAMBLE OF THE CONTRACT

THIS AGREEMENT, is made this _____ day of _____ 2019

BY AND BETWEEN

Sun Petrochemicals Industries Pvt. Ltd. a company organised and existing under the laws of India and having its head office at F.P. 145 , Ram Mandir Road, -Mumbai , Maharashtra ,India and 17/B, Mahal Industrial Estate, Mahakali Caves Road Andheri (E), Mumbai Maharashtra ,India (hereinafter referred to as “**Company**” or “**Sun Petro**”)

AND

[NAME OF CONSULTANT], a company organised and existing under the laws of [.....] and having its head office at [.....] (Hereinafter referred to as “**Consultant**” or “**Contractor**”)

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified

WHEREAS, Consultant represents that it possesses the necessary premises, equipment, personnel and capability to carry out such Services and is willing to do so on the terms and conditions hereinafter contained;

Hereafter both Company and Consultant shall be called jointly as Parties.

WHEREAS, Company desires to engage Consultant to design, supply, perform and complete the Services and

WHEREAS, Consultant has agreed to such engagement upon and subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed between the Parties as follows:

This Contract witness that in consideration of the premises and the payment to be made by the Company to the Consultant provided for herein the Consultant execute and perform all studies/Services strictly according to the SCOPE OF WORK (ANNEXURE-) various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company , the Company shall pay to the Consultant at the rates accepted as per the said tender schedule (Attached at ANNEXURE-) and in terms of the provisions therein.

The following documents, in order of precedence descending, comprise the entire Contract between the parties:

- 1] This Preamble of Contract
- 2] Articles of Contract (General Conditions of Contract)
- 3] Special Terms & Condition of Contract

4] Specifications and Scope of services

5] ANNEXUREs

The salient features of the Contracts as detailed herewith highlighted for ready reference:

- Note 1 : Title of the Contract:.....
- Note 2 : Contract No.:
- Note 3 : Point of Delivery/Site address:
- Note 4 : Project/Block Number:
- Note 5 : Effective Date of the Contract:
- Note 6 : Due Date of Mobilization:
- Note 7 : Duration /Validity of the Contract
- Note 8 : Tentative Value of the Contract:
- Note 9 : Company's Representative:
- Note 10 : Consultant 's Representative:

IN WITNESS WHEREOF, the parties have hereinto set and subscribed their respective hands and seals the day, month and year respectively set forth

Sun Petrochemicals Private Limited

(COMPANY)

(CONSULTANT/ CONTRACTOR)

Signature _____

Signature _____

Name:

Name:

Title:

Title:

In presence of witness

1)Name

1)Name

Title

Title

Signature/Initials

Signature/Initials

2)Name

2)Name

Title

Title

Signature/Initials

Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

The following definitions and interpretation shall apply and shall have the meanings assigned to them in this Contract except where the context otherwise requires:

- 3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, Consultant, and Sub-contractor shall mean in relation to any Company, at any time, any other entity.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, ANNEXURES appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by Sun Petro.
- 3.1.6 "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in **SECTION 7** and as may be indicated in the Price schedule, which Sun Petro shall compensate, Consultant for the actual work executed and certified by SunPetro Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 3.1.7 "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 3.1.8 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.9 "Consultant" or "Contractor" shall mean M/s. _____ and includes, its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.10 "Contract Administrator" shall mean the contract administrator so appointed by the Consultant and informed to Sun Petro.
- 3.1.11 "Consultant's Equipment" shall mean all the equipment(hardware & software, units etc. along with auxiliary, , facilities, miscellaneous materials /services and consumables etc., provided by the Consultant or its Sub-contractors in connection with the Scope of Work specified in **SECTION 4**.
- 3.1.12 "Consultant's Personnel" shall mean each individual and / or the collective group of Consultant's employees, Consultant's sub Consultants, and their respective employees, sub Consultants, licensees, invitees, agents and representatives, who are provided and/or utilized by Consultant for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Consultant's equipment / services are tested, rigged up and ready to commence operations on the designated site for working as intimated by Sun Petro to Consultant.
- 3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Consultant as per the Scope of Work.
- 3.1.15 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to,

other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.

- 3.1.16 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.17 "Company Group" shall mean the Company, its affiliates their Consultants, sub Consultants and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Consultant Group;
- 3.1.18 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.19 "Daily Operation Report" shall mean the daily report submitted by the Consultant to Sun Petro as per the requirements of contract.
- 3.1.20 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.21 "Demobilization" shall mean the actual demobilization of Consultant's equipment and Consultant's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, repair of access roads to the full satisfaction of the Company. Sun Petro, will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.22 "Deviated / Directional Well" shall mean a Well drilled with the intention of being inclined from the vertical.
- 3.1.23 "Effective Date" shall be the date of issue of NOA (Notification of Award) /LOI (letter of Intent) / LOA (Letter of Award) / Work Order or as specified by Company.
- 3.1.24 "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and ANNEXUREs.
- 3.1.25 "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- 3.1.26 "Good Oilfield Practices" means good international petroleum industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 3.1.27 "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- 3.1.28 "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 3.1.29 Interpretation
- a. Reference to "SECTION", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
 - b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
 - c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.30 "Letter of Intent / Letter of Award / Notification of Award /Work Order" or "LOI / LOA / NOA/ WO" shall mean the letter of Intent or Letter of Award or Work Order issued to the Consultant by Company.

- 3.1.31 “Mobilization” shall mean the actual mobilization of the Consultant’s personnel & equipment which are fit for operational requirements and Consultant’s personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. Sun Petro, will issue the mobilization letter for the services as and when requirement comes.
- 3.1.32 “Operator” shall mean Sun Petrochemicals Private Limited(Sun Petro) / Company
- 3.1.33 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.34 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.35 Deleted
- 3.1.36 “Services” shall mean the services to be provided by the Consultant under the Contract as more particularly described in Scope of Work to this Contract and shall include such other services as may from time to time be agreed in writing between the Consultant and Sun Petro.
- 3.1.37 “Sun Petro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.38 “Sun Petro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.39 “Sun Petro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its Consultant s.
- 3.1.40 “Sub-contractor s” shall mean those persons or companies engaged by the Consultant in connection with the Services / contracts approved by Sun Petro.
- 3.1.41 “Sun Petro Designated Base” shall mean well site as informed by Company. However, the Consultant shall store/warehouse its equipment and materials at its own costs & risks.
- 3.1.42 “Rates” or “Rate” shall mean the applicable rates of compensation to be paid to Consultant for work hereunder as set forth in the Price Schedule.
- 3.1.43 “Termination Date” shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.
- 3.1.44 “Vertical Wells” shall mean a well drilled with the intention of maintaining the well bore as close as possible to 90° to the surface of the earth.
- 3.1.45 “Well” shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.46 “Well Depth” shall mean the depth (TVD / MD) of each well as may be specified in Sun Petro’s Completion Programme, which Sun Petro may amend from time to time.
- 3.1.47 “Well Locations” shall mean the locations of the Wells within the Contract Area at which Consultant shall carry out operations and such other locations as may be specified by Sun Petro.
- 3.1.48 “Willful Misconduct” means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 3.1.49 “Work” shall mean the Work provided by Consultant which includes providing but not limited to personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 3.1.50 “Work Site / Work Location” shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

3.1.51 "Third Party" shall mean a person / entity which are not included in Company Group or Consultant Group.

3.2 DURATION OF CONTRACT

3.2.1 Term of this contract will be for 3 (three) years from the date of award

3.2.2 Commencement Date, Completion Date and Termination Date for rate applicability:

- Commencement date : Date of Mobilization
- Completion date of contract : Expiry Date of Contract
- Termination Date : Expiry of the Contract

3.3 Services And Personnel

Any services requested by Company during contract period to complete the work shall be provided by Consultant.

3.3.1 Additional Services

If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the Consultant to the Company.

3.3.2 The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect for the quantities of item(s) / Service(s) as certified by the company's representative.

3.4 INTERACTIONS/REVIEW DURING THE STUDY

Company shall have the various QC meetings/interactions at appropriate stages as defined in the scope of work The contractor will make the necessary corrections/modifications based on the QC meeting/interaction and will carry out the required modifications at no additional cost to the company.

3.5 WORK PROGRAMME

3.5.1 Work Programme

The Work / Completion Programme shall be specified by the Company for each work / services.

3.5.2 Consultant to Comply with Company's Work Completion Programme. Consultant shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's Work Completion programme which are to be provided by Consultant are complied with and to ensure that Company's other Consultants are afforded all reasonable facilities to similarly comply as appropriate. Consultant shall carry out checks on any of the requirements of the Work Completion programme, as directed by Company and record and report the results of such checks to Company.

3.6 PERFORMANCE OF THE WORK/SERVICES

3.6.1 Conduct of Services

The Services shall be performed by Consultant in accordance with Best international petroleum industry practices. The Consultant shall be responsible for all interface issues, related to providing multiple services under the umbrella of Integrated Services as required as per scope of work.

3.6.2 All correspondence from either party to the other party shall be addressed to its Contract Administrator, unless provided otherwise in the Contract.

3.6.3 Discipline

Consultant shall maintain at all times strict discipline and good order among its employees and sub-contractors and shall abide by and conform to all reasonable rules and regulations promulgated by Company governing the scope of work.

3.6.4 Legal Requirements

Consultant shall comply with all applicable laws, rules, regulations, guidelines and other governmental requirements relating to or affecting the performance of this Agreement or the work to be performed hereunder, and shall obtain and maintain all permits, licenses and consents required in connection therewith.

The Consultant shall take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his personnel under the employee's provident fund schemes and Employees state insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the Service Provider shall obtain necessary declaration forms from its employees and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all personnel engaged by the Consultant.

At no stage of the Agreement shall the employees of the Consultant shall be deemed to be employees of the Company. The Company shall at no time be held liable for any obligation of the Consultant. Further the Consultant shall be responsible for providing facilities to the personnel deployed by the Service Provider. The Consultant shall make arrangements to provide proper and valid identity cards to the employees.

3.7 TERMINATION BY COMPANY

3.7.1 Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Consultant shall be paid for the Work successfully completed and certified by Company Representative along with demobilization charges, if any.

A. Termination for Non- Mobilization or Non-commencement of Work

If the Consultant fails to timely mobilize the technical personnel or Materials or Equipment required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Consultant shall not be entitled to any payment whatsoever. The Consultant shall immediately refund any sum which the Company might have paid to the Consultant under this Contract. Unless, otherwise provided in the Contract, the Consultant shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Consultant.

B. Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. The Company shall inform the Consultant of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Consultant, upon receipt of such notice, fails to remedy such default with Seven (7) days, then the Company shall have the right to terminate this contract forthwith. Event of default shall occur if the Consultant:

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to supply enough properly skilled workmen or services to accomplish the Work in accordance with the original work schedule and the contract; or
- c) Fails to make prompt payment to Sub-contractors ; or
- d) Is in breach of Applicable Law; or
- e) Otherwise breaches the provisions of the contract or part thereof; or
- f) Suspends or abandons Consultancy services
- g) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause B, the Consultant shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Consultant by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Consultant shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, to get the work executed, on account of such breach by the Consultant .

C. Termination in the event of Force Majeure

In the event that a condition of Force Majeure exists at the Site for a period of fifteen (15) consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Consultant.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Consultant shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination and demob charges, if applicable as per Contract. No Party shall be obligated to pay the other Party for losses (including consequential losses), expenses, damages etc. sustained on account of event of Force Majeure.

D. Termination for Convenience

Company shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Consultant. Upon any such termination the Consultant irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, Company shall pay the Consultant in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Consultant till the date of such termination.

E. Termination for non-performance or non-satisfactory performance

The Consultant shall perform the work in accordance with GIPI and the terms and conditions of the Contract. If the Consultant does not perform the Work or any part thereof or its performance is non-satisfactory, then Company shall issue a notice (“**Remedy Notice**”) to the Consultant to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Consultant shall remedy such default within Seven (7) days. The Company may ask the Consultant to re-perform any of such services, at sole risk and cost of Consultant. In the event, the Consultant fails to remedy such default within the specified period or the performance of the Consultant is non-satisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Consultant shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Consultant by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Consultant shall compensate the Company for all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Consultant.

3.7.2 Upon receipt of Notice of Termination, the Consultant shall, unless a notice directs otherwise:

- a) Immediately discontinue the work from that date and to the extent specified in the notice;
- b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued;
- c) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

3.7.3 Payment upon Termination to be confirmed

If the unpaid balance of the Contract Price exceeds the cost incurred by the Company on finishing the work as provided in the Contract, such excess shall be paid to Consultant upon

completion of the Work. If the unpaid balance of the Contract Price is lower than the cost incurred by the Company on finishing the work as provided in the Contract, the Consultant shall promptly pay the difference to the Company upon receipt from the Company of the certificate certifying the amount of such difference. Obligations arising under this article shall survive the termination of the contract.

3.8 HEALTH, SAFETY & ENVIRONMENT (HSE)

Consultant shall follow HSE guide lines and relevant standards & norms

3.9 SETTLEMENT OF DISPUTE/ ARBITRATION

- 3.9.1 The Company and the Consultant undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract Manager level and if required may be taken up to the Company -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.
- 3.9.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.
- 3.9.3 It is also a term of the Contract that the Consultant shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Consultant shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. If the Consultant fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Consultant is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.
- 3.9.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 3.9.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

3.10 ENTIRE AGREEMENT/ WAIVERS

- 3.10.1 This Contract sets forth the entire CONTRACT between Company and Consultant which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Consultant have expressly varied the same in writing under the terms of this Contract.

- 3.10.2 None of the provisions of this Contract shall be considered waived by Company unless Company gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.
- 3.10.3 None of the following shall release Consultant from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
 - ii) Failure or delay to exercise any rights or remedies provided herein or by law,
 - iii) Failure to properly notify Consultant in the event of breach, except for any breach which according to provisions of Contract has to be notified,
 - iv) Acceptance of or payment for any Service or review of any design, or
 - v) Warranty on the Equipment if sold to Company by the Consultant will continue up to the expiry of the warranty period even if the Contract is expired or terminated.

3.11 NOTICES

All notices and other communications provided for in this Contract shall be in writing and shall be delivered at the addresses for notices given in the Contract. A party may notify the other from time to time of changes in the address for notices. E -mails and facsimile transmissions shall be held to have been received at the time of transmission report.

3.12 APPLICABLE LAW

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Mumbai / Mumbai, India.

3.13 ACTS AND REGULATIONS, GUIDELINES

Law of Land and Good International Petroleum Industry Practice (GIPIP) for all services are to be followed till validity of contract.

3.14 CONFIDENTIALITY

- 3.14.1 "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-
- a) is now or subsequently becomes publicly known or available without breach of this Contract;
 - b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
 - c) is required to be disclosed under any Applicable Law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).
- 3.14.2 The Consultant shall hold the information confidential and shall not divulge or disclose the information, or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly

authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

3.15 ASSIGNMENT AND SUBCONTRACTING

- 3.15.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Consultant which shall not be unreasonably withheld.
- 3.15.2 Consultant shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Consultant sub contracts part of the Contract to a sub-contractor, Consultant shall ensure that sub orders reflect the requirements under this Contract and the Consultant shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Consultant s, the same shall be notified to the Company with in a period of one (1) month.
- 3.15.3 However, no such approval for sub-contracting shall relieve Consultant from any obligation or liability under the Contract and Consultant shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Consultant or its employees or agents. Also in no case sub-contractor s shall pass on any claim/ liability to Company.

3.16 INVOICING AND PAYMENT

- 3.16.1 Invoices shall be itemized with a full break down of the Service performed and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Consultant to show the basis for Consultant 's application of the Contract payments and the resultant value of the invoice.
- 3.16.2 Consultant shall invoice to Company for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Conditions of Contract)*. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.
- The invoice should be submitted to Company only after having submitted the supporting documents as per scope of work /Terms of reference (TOR), if applicable. The Consultant shall indemnify the Company at all times for the damages caused or losses incurred by the company due to non-compliance with the existing laws and regulations by the Consultant.
- 3.16.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Consultant as soon as practicable and in no event later than sixty (60) days from the date of such claims.
- 3.16.4 Consultant shall support all invoices with any data and/or information reasonably requested by Company. Consultant agrees to retain all applicable documentation and records for a period of not less than Four (4) years from the end of the calendar year in which this Contract terminates. Company or any party nominated by Company shall be entitled to audit

and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Company's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Company shall have the right to reproduce any such documents which have been inspected.

Invoices shall be endorsed with the Contract number and title and shall be submitted in triplicate with one original and two Copies (clearly marked "Original" or "Copy") once in each month and shall be forward

Head –Commercial & Supply Chain Management.
Sun Petrochemicals Private Limited
17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra, [India]
Phone No: +91-22-66455900 / 66455745
Kind Attn: Mr Surendra Mishra

3.16.5 All payments to the Consultant under this Contract shall be made in the currency quoted by them or Indian Rupees to the Indian Bidders or United States Dollars to the Foreign Bidders. The currency of price schedule shall not be allowed to be changed during the term of the Contract.

3.16.6 **Audit**
The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Consultant 's and its sub-contractor 's or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Consultant) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Consultant will preserve and will cause its sub-contractor and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Consultant shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred in this Clause will be made during Consultant's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Consultant of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Consultant's Personnel to the extent it deems necessary, and Consultant and its sub Consultant s shall make such personnel available at their assigned locations if still under employment with Consultant or its sub-contractors.

3.17 TAXES AND DUTIES

3.17.1 **Taxes**
All rates and the Contract Price shall be inclusive of all concessional Taxes & duties and such other payments as may be payable under any Applicable Laws (except GST). Except as stated, Consultant shall bear all income, corporate, property, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Consultant on account of the payments received by Consultant from Company for the Services as may be payable under the Applicable Laws and any amendments thereto. GST if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof.

Company shall withhold from the payments to Consultant such amounts as determined by the prevailing taxation laws in respect of Consultant's Services. Company shall deposit these tax withholdings at source with the Indian revenue authorities and provide Consultant all appropriate tax receipts and forms evidencing the deposit of these tax withholdings. Consultant shall be responsible for filing returns of income to Indian revenue authorities for payments made by the Company pursuant to this Contract in accordance with the prevailing taxation laws.

3.17.2 **Personnel Taxes**

All employment taxes and contributions imposed by any law, regulations or by trade unions with respect to or measured by the compensation, wages, salaries or other compensation paid to employees of the Consultant , including without limitation, taxes and contribution or unemployment compensation insurance, medical and health insurance, welfare funds, pensions and annuities and disability insurance shall be paid by Consultant . In the event that Consultant fails to do so and Company is liable to any interest or any penalty arising out of such personnel taxes, Company shall have the right to recover all such amounts from Consultant.

3.17.3 **Change in Law**

3.17.3.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Contract and which results in increased / decrease cost of the works under the Contract though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Consultant shall be indemnified for any such increased cost by the Company subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by Consultant .

3.17.3.2 Company shall not bear any liability in respect of (i) Personnel taxes on the employees of Consultant and the employees of all its sub-contractor s etc. (ii) Corporate taxes in respect of the Consultant and its sub-contractor s.” (iii) Any taxes for which the Consultant or any or all of his sub-contractor s are directly assessable i.e. Corporate taxes and Fringe benefit tax in respect of Consultant s and all of their sub-contractor s, agents etc.

3.18 **INSURANCE**

3.18.1 For its risks and liabilities assumed hereunder, the Consultant shall, at its own expense procure and maintain as a minimum, the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the Contract. All such insurances (including insurances provided by Sub-contractor s) other than Employers Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Consultant under the Contract,

3.18.2 The provisions of this Clause shall in no way limit the liability of the Consultant under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.

Consultant s Insurances shall be primary to, and receive no contribution from Company insurances. If the Consultant s neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Consultant s risks and 5% more expense.

3.18.3 The Consultant shall be responsible for and shall save, indemnify, defend and hold harmless Sun Petro , Joint Venture partners of Sun Petro, the Government of India, their respective officers, directors employees, agents and other persons with whom Company may be associated (the COMPANY) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the Consultant whether owned, hired, leased or otherwise provided by the Consultant arising from or relating to the performance of the Contract ,
- b. Personal injury including death or disease to any person employed by the Consultant arising from or relating to the performance of the Contract.

3.18.4 Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Consultant shall deliver to Company the following certificate(s)

- a) evidencing the issuance of insurance containing the coverage required herein and
- b) Providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of Consultant's obligation to provide the required coverage.

3.18.5 The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Consultant has the obligation to comply with Indian Social Security laws and regulations.
2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the Consultant. The coverage should provide insurance for any incident or series of incidents covering the operations of the Consultant in the performance of the Contract. If Consultant's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
3. Personal Accident and Medical Insurance for each of Consultant 's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
4. Consultant shall carry or cause to be carried insurance covering all Consultant's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Consultant reserves the right to self-insure its own assets.
5. The Consultant will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

General Conditions for Insurance

- A. Consultant hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.
- B. No form of Consultant liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this contract, unless agreed to by Company prior to commencement of services hereunder.
- C. Consultant assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Consultant's expense. Consultant must insure for full replacement value of any and all equipment used in performing the Work.
- D. All exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

3.19 CONSULTANT 'S OBLIGATIONS AND WARRANTIES

- 3.19.1 The general allocation of responsibilities between Company and Consultant are set out in responsibility matrix and other clauses mentioned in this documents and the Exhibits.
- 3.19.2 Consultant represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter

concerning the Work. Consultant warrants that it is aware of the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

- 3.19.3 At all times Consultant shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.19.4 Consultant shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Consultant's facility awaiting for transportation or otherwise in Consultant s custody.
- 3.19.5 Consultant shall advise Company immediately in writing of any labor dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.19.6 Consultant shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.
- 3.19.7 **Consultant Personnel**
Consultant shall use all reasonable care to provide, at Consultant s sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Consultant shall ensure that the necessary personnel are available at the Work Site / Location when required by Sun Petro for commencement of the Work and shall continuously be available during the duration of the Contract. Consultant shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Sun Petro shall have no responsibilities or liability whatsoever in this regard.
- 3.19.8 Sun Petro shall be entitled, without prejudice to any other rights or remedies available to Sun Petro under this Contract or otherwise in law to object to and require Consultant to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Consultant shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Consultant shall forthwith replace within 5 working days, at Consultant's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.
- 3.19.9 **Permits and Instructions**
Consultant shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Work / supplies. In the event of Consultant receiving instructions from Company to stop Work/supplies operations, Consultant shall comply with the same with immediate effect.
- 3.20 FORCE MAJEURE**
- 3.20.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Consultant 's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Consultant or its sub Consultant s), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
- 3.20.1.1 Late completion of study and delivery of materials caused by congestion at supplier's facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

- 3.20.1.2 Late performance by Consultant and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 3.20.1.3 Mechanical breakdown of any item of Consultant 's or its Sub-contractor 's equipment, plant or machinery; or
- 3.20.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.20.1.5 Non-conformance by Sub-contractor ;
- 3.20.1.6 Financial distress of Consultant or any Sub-contractor
- 3.20.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Consultant .

Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Consultant between the commencement of Force Majeure and commencement of Normal operations by the affected party.

- 3.20.2 The affected party shall make every reasonable effort to. Should any act or acts of Force Majeure cause the suspension or artificial suspension of operations there under for all or part of the Work for a continuous period of more than seven (7) days, the parties shall meet and determine the appropriate measures to be taken. In the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15) consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Consultant.

3.21 WARRANTIES AND REMEDIES

- 3.22.1 Consultant represents that it is engaged in such specialized services and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Services strictly in accordance with this Contract. Consultant agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Services. Consultant warrants that the services performed under this Contract shall meet scope of work and sole objective of the services. Consultant warrants that it shall perform all such services in a Good and professional Manner.
- 3.22.2 Consultant shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.22.3 Consultant shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Consultant has not complied with the requirements of this Clause.

3.22 LIENS

Consultant shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Consultant. Consultant shall indemnify and hold Company harmless from and shall keep Company's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created,

caused or committed by Consultant . If Consultant fails to pay and discharge any such lien, claim or encumbrance, then Company may do so and charge Consultant for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Consultant and may be deducted and set off against any monies owed to Consultant by Company pursuant to the Contract. Company shall have the right to retain out of any payment to be made to, or to be reimbursed to, Consultant , an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

3.23 INDEMNITY AND LIABILITIES

3.23.1 Consultant's Property

The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Consultant under the Contract shall continue to remain Consultant 's property and shall always remain in the possession / control of the Consultant with the exclusive right to use of such equipment by the Consultant for providing services under the Contract. Consultant shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location, for damage to or destruction of Equipment and any other property of Consultant or any of its sub- Contractor and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

3.23.2 Limitation of Liability

The total liability of the Consultant shall be limited to 100% of the Contract value if no fault by Consultant. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Consultant against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Consultant shall continue to remain responsible for all liabilities which arise on account of:

- Breach of Applicable Laws by the Consultant Group.
- Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature.
- Liability for breach of Intellectual Property Rights of any person.
- Breach of Confidentiality obligations.

3.23.3 Consequential Damage

Notwithstanding anything else contained herein to the contrary and subject to clause, neither party shall be liable to the other for indirect and consequential damage resulting from, or arising out of this Contract including but not limited to, loss of profit, loss of revenue, anticipated profits, loss of business opportunity or business interruption, suffered by such Party or its Group and each Party shall defend, indemnify and hold the other party harmless in respect thereof.

3.23.4 Certain Restrictions on Indemnities:

Unless otherwise expressly admitted elsewhere herein the Contract, no indemnity or hold harmless provision of this Contract shall apply in favour of a Party who shall have caused loss or damage through Gross Negligence or Wilful Misconduct.

3.24 SEVERABILITY

If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

3.25 NON-EXCLUSIVE CONTRACT

This Contract is nonexclusive and Company reserves the right to engage other Consultant s to perform similar or identical work. Consultant shall afford such other Consultant s adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with that Consultant s and with Company

SECTION-4

SCOPE OF WORK

4.1 INTRODUCTION

Sun Petrochemicals Pvt. Ltd. is an Operator for the Baola, Modhera, Hazira, CB-10 (Bhaskar) and MB/OSDSF/B37/2016 (B-37 Cluster) having four independent discovery areas.

Baola field is located in Cambay basin about 40 km S-W of Ahmedabad with an area of 4.0 Sq Km. The field has 3 wells and one well is producing heavy oil with some gas.

Modhera field is located in Cambay basin about 100 km N-W of Ahmedabad with an area of 12.7 Sq Km. The field has two wells and one well is producing heavy oil.

SunPetro is the operator for a joint venture with Gujarat State Petroleum Corporation Ltd. It is in production stage at the Hazira Gas Field located approximately 25 km southwest of the city of Surat, in Gujarat State, India. The reservoir lies offshore nearby Hazira.

SunPetro acquired 100% Participating Interest in CB-10 field at Cambay Gujarat from Reliance Industries Limited (RIL) (70%) and BP (30%) and is in process of developing it.

Contract area B-37 is a shallow-water cluster of four fields with water depth ranging between 40-50 m is in the West coast of India in Mumbai Offshore Basin. Eight exploratory wells have been drilled in the Contract area (viz. B-37-1, B-37-5, B-174-1, B-176-2, B-174-4, B-174-6, B-51- 1, & B-183-1). Most of these wells have proved hydrocarbon bearing with one or more pay zones from Eocene or Miocene carbonate sequences.

It is proposed to hire Expert's services on call out basis (as and when required) from the experts of Geology, Geophysics, Petrophysics and Reservoir Engineering disciplines on the following conditions;

1. Expert should have the minimum qualification equivalent to Masters in Geoscience / Bachelor of Engineering.
2. Expert should have minimum 5, 15 and 25 years of experience for empanelment as professional, lead and expert respectively
3. Expert should have knowledge of leading software of the respective domain
4. Lodging and boarding will be provided by SunPetro when on duty
5. There will be minimum 8.5 hrs working hrs on every day basis.
6. Time will start from the time expert reaches to SunPetro designated site and leaves the site.
7. Any movement between the locations will be taken care by SunPetro
8. The contract will be valid for 3 years
9. SunPetro will provide Hardware / Software support for the studies carried out by the experts.

However, if any special software is required to be used for any specialized study and is not available with SunPetro then its rental charges will be reimbursed on actual basis.

A. Geological Studies

1. Well site operations Expertise
2. Mud logging Studies
3. Pore Pressure Modeling
4. Fault Seal Analysis
5. Geochemical Analysis
6. Tight reservoir/ Shale Gas / Unconventional Play Potential analysis
7. Fracture Analysis
8. Sedimentological Studies
9. Biostratigraphy and Micropaleontology
10. Source Rock Analysis studies

11. Basin Modeling and Petroleum System Analysis Studies
12. Sequence Stratigraphy Studies
13. Structural Modeling Studies
14. Core Analysis Studies - XRD / SEM Studies
15. Static Modeling & Volumetric Estimation Studies
16. Fracture Modeling
17. 2D/3D Kinematic Restoration Studies
18. Resource estimation and validation Studies

B. Geophysical Studies

Processing

1. QC for PSTM/ PSDM/ RTM/ Azimuthal Processing
2. Special Processing for Conventional / Unconventional Reservoir Characterization
3. PSDM Velocity Model Building

Interpretation

1. Integrated Subsurface Interpretation
2. Well to seismic Correlation
3. Integration of Well and Seismic Data
4. Synthetic Generation
5. Velocity Model Building
6. Depth Conversion
7. Lead to Prospect Generation
8. Ranking and Risking of Prospects
9. Attribute Analysis
10. Seismic Sequence Analysis
11. Seismic Facies Classification and Identification
12. Structure and Pay Maps
13. Reserve / Resource Estimation
14. Planning of Development Wells

Special Studies

1. AVO Modelling and Analysis
2. Poststack and Prestack Inversion of Seismic Data
3. PP&PS AVO stacks
4. Low Frequency Modelling
5. Lithology and Fluid Prediction
6. Reservoir Characterization for Conventional / Unconventional Plays
7. 4D Feasibility Studies
8. Rock Physics Analysis
9. Well-Bore Stability Analysis

Non Seismic Techniques

1. Planning, Operation and QC of non-seismic Data
2. Gravity and Magnetic Studies
3. Passive Seismic
4. EMGS

C. Petrophysical Studies

Data Acquisition

1. Design and prepare wireline and LWD-MWD logging programme, perforation programme, conventional and side wall/rotary coring and testing programme and core analysis requirements for exploration/development vertical and deviated wells

2. QC logs and quick look interpretation, advise on sidewall core, pressure (MDT/RCI/RDT) and sampling points in conjunction with the reservoir engineers and geologists
3. Define and manage core and log data gathering programs and support the acquisition and analysis of logging which may include conventional logging, PLTs, SWC, MDT/RCI/RDT, Special Logs etc.
4. Supervision of logging operations
5. Issue of quick look analysis report

Interpretation

1. Planning of core analysis for Petrophysical inputs
2. Core analysis for RCA, SCAL, saturation exponent, cementing exponent and tortuosity factor "a"
3. Estimate values for R_w using picket plots, SP log, EPT and other sources and compare with Well

Test results & nearby wells

4. Select appropriate values for a , n and m based on regional information
5. Estimation of permeability from core and its calibration with log data
6. Special studies for mineralogical data and its integration with ECS data
7. Finalization of mineralogical inputs for multi-mineral analysis
8. Stochastic processing using the mineralogical and core inputs and its calibration
9. Probabilistic analysis of log data
10. Calculate clay volumes (V_{cl}) using available data
11. Calculate effective porosity (PHIE) for formations
12. Calculate Water Saturation (SW) using appropriate formation saturation equation
13. Petrophysical interpretation and estimation of Petrophysical parameters relevant to hydrocarbon volume estimation e.g. Gross pay thickness.
14. Field analysis for defining Cut-offs, NTG, Net thickness, saturation, porosity etc. for all the wells.
15. Perform SHF modelling to estimate water saturation using capillary pressure based on core data and its validation
16. Processing and Interpretation of FMI/OBMI image log data and defining the depositional model, facies identification and laminated sand shale analysis
17. Processing and Interpretation of FMI/OBMI image log data and defining the depositional model, facies identification and laminated analysis
18. Processing of 3DEX/RT Scanner resistivity anisotropy data for LSSA processing
19. Processing of CMR/MRIL/MREX data and its interpretation for the identification CBW, porosity, its distribution, fluid typing, and permeability estimation
20. Production logging data processing and interpretation for the identification of source of Oil, Gas and Water, identification of channeling and thief zones.
21. Evaluate RMT, & TDT to find out the fluids movements in the reservoir and liaises with Reservoir Engineers
22. Identifying and interpreting LRLC and unconventional reservoirs
23. Define Petrophysical model, layering and facies identification methods
24. Key well modelling by integrating standard log data including available core and reservoir data
25. Output tabulated average values by zone/formation for Gross and Net reservoir, PHIE and V_{cl}

D. Reservoir Studies

1. PTA/RTA/MDT/DST, Production and PVT data analysis
2. Development Strategy
3. Production Forecast using Material Balance Analysis / Decline Curve Analysis
4. Reservoir Simulation Studies and full field history match (optional)
5. Performance Prediction
6. IOR/EOR Plan(optional)
7. Special Core Capillary pressure and Relative permeability Studies
8. Well test interpretation studies
9. Nodal analysis Studies

10. Pressure maintenance/Flood management studies in case of Water injection (Reservoir management)
11. Well performance and deliverability Studies
12. Artificial lift installation.
13. Tentative Development locations
14. Production profile under different variants along with recommended variants with Contingent resource
15. Reservoir Management Plan
16. Action required in maximizing the ultimate recovery factor from the field/ Contract Area
17. Well Drilling Strategy
18. Well Design and Well Completion (Production, injection, etc.)

E. Data Controller

Should have experience of administration, data control, material control in the oil and gas E&P activities

SECTION-5

BID EVALUATION CRITERIA

6.0 BID EVALUATION CRITERIA

The following vital technical conditions should be strictly complied with failing which bid will liable be rejected:

- 6.1 The bidder should confirm acceptance of complete scope of work.
- 6.2 Eligibility and experience of the bidder:
The bidders must possess the qualification and in-line experience as listed in the scope of work.
- 6.3 Bidder shall provide the education and experience certificates complying the above requirement.

SECTION – 6

RESPONSIBILITY MATRIX

RESPONSIBILITY MATRIX

S. No.	Item Description	Scope		Cost	
		Contractor	SunPetro	Contractor	SunPetro
1	Preparation of work schedule	√	√	√	
2	Supervision of Data acquisition, as required by SunPetro during the call out visit		√		√
3	QC and validation of data	√		√	
4	Processing and Interpretation of data at SunPetro office	√		√	
5	Quick look report in case of data acquisition	√		√	
6	Weekly update on the work progress till project completion	√		√	
7	Any other related work/item required for completion of job but not specifically mentioned	√		√	
8	Technical evaluation and conclusion of the work and final report submission	√			√
10	Delivery of reports, data in hard copy as well as soft format	√		√	
11	Any additional software used for the completion of work and its time sheet	√			√
12	lodging & boarding		√		√
13	Local transport, if working in the field		√		√
14	Health and Medical insurance	√		√	
15	Insurance of consultant's hardware and software and personal belongings	√		√	

SECTION - 7

BILL OF QUANTITY (BOQ) / PRICE SCHEDULE (PS)

BILL OF QUANTITY (BOQ) / PRICE SCHEDULE (PS)

Bidder shall quote as per the following format.

Sr. No.	Categories of Specialist /consultant	Experience Yrs.	Manday Rates (USD/INR)
A	Geologist	5-15	
		15-25	
		25+	
B	Geophysicist	5-15	
		15-25	
		25+	
C	Petrophysicist	5-15	
		15-25	
		25+	
D	Reservoir Engineer	5-15	
		15-25	
		25+	
E	Data Controller	5+	

Notes

1. Lodging and boarding will be provided by SunPetro when on duty
2. Any movement between the locations will be taken care by SunPetro
3. Day rates are for minimum 8.5 hrs working duty. The deployment schedule to be mutually agreed between the Consultant and SunPetro.
4. Time will start from the time expert reaches to SunPetro designated site and leaves the site.
5. Payment will be made through invoice only after certification by Company representative.
6. GST will be paid extra as applicable.
7. The contract will be valid for 3 years.

ANNEXURE – 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

As a delegated authority/representative of the organization named below, I have reviewed the contents of the package and on behalf of myself/ Company, acknowledge the receipt of the same and advise that we will:

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company/Individual: _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093. Maharashtra, India.

Phone No: +91-22-66455900/ 66455745

Email: surendra.mishra@sunpetro.com

ANNEXURE – 2

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

Any and all exceptions/deviations/conditions to the terms and conditions of Tender No. _____ should be indicated here and submitted along with the Unpriced Techno Commercial Bid without any price impact. Price impact, if any, of the exceptions/ deviations shall be duly completed, in this proforma, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation then he shall mark “No Exceptions Taken” in this proforma. If the proforma is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/deviation/condition to the terms and conditions of the TENDER DOCUMENT. Company shall not take cognisance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

SECTION No, Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a Cost impact? ** (Yes / No)	Effect on Commencement Date

** Please do not indicate the price impact, if any, here.

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: _____

ANNEXURE -3

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. :-

Project Name :

Bid Due Date :

From:

To:

(Bidder's Details)	Head- Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai – 400093. Maharashtra, India. Phone No: +91-22-66455900/ 66455745 Kind Attn: Mr. Surendra Mishra
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ANNEXURE -4

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : Sun Petrochemicals Private Limited

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From: _____ **To:** _____

(Bidder's Details)	Head- Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai – 400093, Maharashtra, India. Phone No: +91-22-66455900 / 66455745 Kind Attn: Mr. Surendra Mishra
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ANNEXURE -5

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

**(OUTER ENVELOPE CONTAINING TECHNICAL & UN-PRICED COMMERCIAL
BID + PRICED COMMERCIAL BID)**

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. :

Project Name :

Bid Due Date : _____

From: _____ **To:** _____

Bidder's Details)	Head- Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai – 400093. Maharashtra, India. Phone No: +91-22-66455900 Kind Attn: Mr. Surendra Mishra
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TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE - 6

CHECK LIST POST AWARD OF WORK

This check list is preliminary for vital compliance to be fulfilled by successful bidder at immediate post award stage and not limited to followings:

Commercial / Financial

- a. PAN
- b. Bank Account number with documentary proof

ANNEXURE-7

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO:

Date:.....

DESCRIPTION OF SERVICES/SUPPLIES

.....

The above SERVICE /SUPPLIES have been finally accepted on behalf of -----
(COMPANY) in apparent good order, subject to the Warranty conditions contained in the
AGREEMENT, with effect from200.....

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT