

Tender Document

For

Hiring of Operation & Maintenance (O&M)

Services

For

SunPetro's Oil and Gas Fields in Gujarat

Tender No.: SunPetro/Gujarat/O&M/2025-26/SPPL-215



SUN PETROCHEMICALS PRIVATE LIMITED
(SunPetro)

8th, 9th and 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 07,
Saki Vihar Road, Powai, Mumbai - 400072

INDEX

SECTION	CONTENTS
1	Invitation to Bid (ITB)
2	Instructions to Bidders
3	Model Contract
	Preamble of Contract
	General Conditions of Contract (GCC)
4	Scope of Work (SOW)
5	Technical Specifications
6	Bid Evaluation Criteria
7	Responsibility Matrix
8	Bill of Quantity (BOQ)/ Price Schedule (PS)
9	Performance Measurement
ANNEXURE-1	Bidder's Response Acknowledgement Form for Receipt of Tender Document
ANNEXURE-2	Bid Bond Format
ANNEXURE-3	Check List Prior to Bidding
ANNEXURE-4	Exception / Deviation / Conditions Performa
ANNEXURE-5	CUT-OUT SLIP for Un-priced Technical Offer
ANNEXURE-6	CUT-OUT SLIP for Priced Offer
ANNEXURE-7	CUT-OUT SLIP for outer envelop
ANNEXURE-8	Proforma Bank Guarantee
ANNEXURE-9	List of Approved Banks
ANNEXURE-10	Customs Notification
ANNEXURE-11	Check List Post Award of Contract
ANNEXURE-12A	Personal Deployment plan
ANNEXTURE-12B	Proforma for experience of contractor's personnel

SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

8th, 09th & 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 07,
Saki Vihar Road, Powai, Mumbai – 400072, Maharashtra
Tel: (91-22) 4227 4227/66455645, Fax: (91-22) 6645 5685
CIN: U24219GJ1995PTC028519

Ref. No. SunPetro/Gujarat/O&M/2025-26/SPPL-215

Date:16.06.2025

INVITATION TO BID

Sub: Hiring of Operation & Maintenance (O&M) Services for SunPetro's Oil and Gas Fields in Gujarat

Ref: Tender No.: SunPetro/Gujarat/O&M/2025-26/SPPL-215

Dear Sir / Madam,

1.0 Sun Petrochemicals Private Limited (hereinafter referred to as SunPetro / 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 for Hiring of Operation & Maintenance (O&M) Services for SunPetro's Oil and Gas Fields in Gujarat, 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 this 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 envelops are required to be placed in one wax sealed envelope and be send 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.	SunPetro/Gujarat/O&M/2025-26/SPPL-215
2]	Title of Tender	Hiring of Operation & Maintenance (O&M) Services for SunPetro's Oil and Gas Fields in Gujarat
3]	BRIEF Scope of Work	Provision of experienced & qualified manpower for O&M activities for SunPetro's Oil and Gas Fields in Gujarat.
4]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled bank as listed at Annexure-9 for an amount as specified below: <u>Indian Bidder:</u> Indian Rupees: 30,00,000 Note: 1] Bid Bond to be submitted in INR 2] In lieu of bid bond, bidder can also submit DD /Pay order / wire transfer. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Payorder to be issued in the name of "Sun Petrochemicals Private Limited" payable at Mumbai
5]	Bid Validity	One Hundred and twenty (120) days
6]	Bid Bond Validity	One Hundred and fifty (150) days
7]	Last Date of Receipt of Queries From Bidders	Seven (7) days from the date of issue of this ITB

8]	Date Of Pre-Bid Conference & Venue	If required will be intimated
10]	Tender Closing / Bid Submission Date & Time	07th July 2025 at 1500 Hrs IST
11]	Address For Correspondence /Tendering Office	Head –Commercial & SCM Sun Petrochemicals Pvt. Ltd. 8 th , 9 th & 10 th Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 E-mail: dheeraj.paroch@sunpetro.com
12]	Date Of Mobilization	15 days from the date of LOI/LOA / Mobilization notice
13]	Validity of Contract period	5 years + 1 year extension option at SunPetro's discretion on same terms & conditions
14]	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 bidders have to qualify tender terms & conditions including BEC described in the tender.

1.2 Pricing Strategy

Bidder is to quote strictly as per the 'Price Schedule' (Section-8) of this tender document.

1.3 Evaluation Strategy

Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro 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 processor 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.

1.4 Purchase Strategy

Single Order or Multiple Order at SunPetro's discretion.

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

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

1.7 Acknowledgement of tender

Bidder(s) receiving this tender 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.

Further details are available in the tender Document for the compliance. We look forward to receive your bid complete in all respect on or before due date and time of bid submission.

Regards,

Dheeraj Paroch
Head-SCM & Commercial

SECTION- 2

INSTRUCTIONS TO BIDDERS

CONTENTS

2.1	General Instructions
2.2	Joint Venture / Consortium Bidder Bid
2.3	Use of English Language
2.4	Late Bids
2.5	Clarifications
2.6	Submission of Bids
2.7	Validity Period
2.8	Technical Proposal Requirements
2.9	Certificates & Inspection
2.10	Commercial proposal Requirement
2.11	Deadline for submission of Bids
2.12	Splitting of work
2.13	Payment Terms
2.14	Taxes ,Duties and approvals
2.15	Performance Bank Guarantee
2.16	Change order & Rates
2.17	Mobilization Period/ Delivery Period/Completion Period
2.18	Bid bond
2.19	Annexures

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. SunPetro may further place repeat order for any or all the material/services/equipment at the same rates, terms and conditions for the other fields and offices which SunPetro may acquire or associates in future.
- 2.1.6 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

2.2 Joint Venture / Consortium Bidder's Bid

- a. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
- b. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium.
- c. In case of Joint venture / Consortium Bid, following additional requirement must also be satisfied:
- i) Indian bidders whose proposal for technical collaboration / Joint Venture / consortium involves foreign equity participation / or payment of royalty and / or a lump-sum for technical know-how and wherever Govt. approval is necessary on their application submitted to SIA (Secretariat for Industrial Assistance), are required to submit:
 - A copy of Govt. approval, along with techno-commercial bid (if already granted).
 - OR
 - Furnish an undertaking to submit a copy of the required approval prior to the date of price bid opening.
 - ii) Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.
 - iii) MOU / Agreement concluded by the bidder with technical collaborator / joint venture / Consortium partner (in case of joint venture), should also be addressed to Sun Petro, clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

A statement to this effect shall be included in the authorization / nomination/ MOU / Agreement by all members / partners of JV / consortium.

2.3 Use of English Language

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

2.4 Late Bids

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

2.5 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: **dheeraj.paroch@sunpetro.com**

2.6 Submission of Bids

2.6.1 A two-Envelope single stage International Complete Bidding (ICB) system, i.e “Technical & Commercial Un-priced Bid” and “Commercial Priced Bid”, shall be followed.

2.6.2 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

2.6.3 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.

2.6.4 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”.

2.6.5 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 #5**”. 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 #6**”. 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. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with “**Original Technical & Un-priced commercial Bid** “

2.6.6 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 #7**” and superscripted as prescribed.

2.6.7 The Bids shall be submitted to the following address:
Dheeraj Paroch, Head - SCM
SUN PETROCHEMICALS PRIVATE LIMITED
8th, 9th & 10th Floor, ATL Corporate Park, Opp L&T Gate no. 07,
Saki Vihar Road, Powai, Mumbai-400072

- 2.6.8 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.
- 2.6.9 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.
- 2.6.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of NOA.
- 2.7 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.
- 2.8 Technical Proposal Requirement**
The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.
- 2.9 Certificate & Inspection**
At any time prior to supply / execution of the contract or during the course of the contract and thereafter, Company shall have the right to access records and documents and 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 material / manpower . This will be at the cost of the Bidder / contractor.
- 2.10 Commercial Proposal Requirements**
- 2.10.9 Currency**
Prices quoted shall be in Indian Rupee (INR) for Indian Bidders or 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.
- 2.10.10 Price in Words & Figures**
In case of discrepancy between words and figures, the advantage in favour of Company will apply.
- 2.11 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.
- 2.12 Splitting of work**
The Company shall have a Right to split the work /supply between two or more bidders at its sole discretion.

2.13 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 Contractor / Supplier prior to signing of the Contract.

2.14 Taxes, Duties and Approvals

2.14.9 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transport, boarding and lodging and health checks and mandatory trainings & certifications of the manpower to be deployed and all activities as per scope of work

2.15 Performance Bank guarantee

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the estimated Contract value within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as given in **Annexure #8** from any of the nationalised or scheduled private banks as listed in the tender document **Annexure #9**. If the bidder does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

2.16 Change Orders & Rates:

- 2.16.1 Company shall have the right to make changes, including additions to or deletions from the quantities originally ordered or in the specifications. A checklist for post award of work is placed at **Annexure #11**. The quoted and finally negotiated rates shall be valid & firm from issue date of LOI up to the completion of the contract.
- 2.16.2 Company will issue written orders to Bidder for any change or extra work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will also be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication.
- 2.16.3 All changes in quantities / specifications will be performed at a mutually agreed delivery Schedule in the Contract period and price of such works shall be finalised / derived in terms and rates elsewhere in the Contract documents.
- 2.16.4 For any additional goods/service, not specified herein, but needed for operations, the Bidder shall be required to provide, on agreed time, these additional goods & services, at agreed cost or actual costs + 5% handling fees.

2.17 Mobilization Period / Delivery Period / Completion Period

Time is essence of the Contract and Contractor shall Supply / perform the Work and Services diligently in accordance with the Bidder's **promised delivery dates / Mobilisation 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 Contractor 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 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.

2.18 Bid Bond

Bid Bond shall be returned to all unsuccessful bidders within one month after completion of tendering process (however, in case of the successful bidder, Bid Bond will be returned after submission of Performance Bond and failure to submit Performance Bond will lead to forfeiture of Bid bond)

2.19 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 _____ 2025

BY AND BETWEEN

Sun Petrochemicals Industries Pvt. Ltd. a company organised and existing under the laws of India and having its office at 8th, 09th & 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra, India (hereinafter referred to as “**Company**” or “**Sun Petro**”)

AND

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

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified

WHEREAS, Contractor 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 Contractor shall be called jointly as Parties.

WHEREAS, Company desires to engage Contractor to perform and complete the O&M Services and

WHEREAS, Contractor 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 Contractor provided for herein the Contractor shall supply all equipment and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF WORK (Section-4) 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 Contractor at the rates accepted as per the said tender schedule (Attached at Section-8) 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 : Contractor'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)

Signature _____

Name:

Title:

(CONTRACTOR)

Signature _____

Name:

Title:

In presence of witness

1) Name
Title
Signature/Initials

2) Name
Title
Signature/Initials

1) Name
Title
Signature/Initials

2) Name
Title
Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

Index

3.1	Definitions and Interpretation
3.2	Duration of Contract
3.3	Materials, Supplies, Equipment, Services and Personnel
3.4	Inspection of Materials
3.5	Company Well Programme
3.6	Performance of the Integrated Work / Services
3.7	Termination by Company
3.8	Health Safety Environment(HSE)
3.9	Settlement of Dispute / Arbitration
3.10	Entire Contract / Waivers
3.11	Liquidated Damages
3.12	Notices
3.13	Applicable Law
3.14	Acts and Regulations, Guidelines
3.15	Confidentiality
3.16	Assignment and Subcontracting
3.17	Invoicing and Payment
3.18	Taxes and Duties
3.19	Insurance
3.20	Contractor's Obligations and Warranties
3.21	Force Majeure
3.22	Warranties and Remedies
3.23	Liens
3.24	Indemnity and Liabilities
3.25	Performance Bank Guarantee
3.26	Severability
3.27	Non-Exclusive Contract
3.28	Export Controls
3.29	Special Conditions of the Contract(SCC)

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, Contractor, 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 / Contract value" shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the supply & services to be provided under the Contract including but not limited to the Mobilisation Charges, Demobilisation Charges, cost of consumables, day rates, monthly rates, standby rates etc as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this 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 "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 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to Sun Petro.
- 3.1.11 "Contractor's Equipment" shall mean all the equipment(s), material, units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section 4*.
- 3.1.12 "Contractor's Personnel" shall mean each individual and / or the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Contractor's equipment / services are tested, rigged up, contractor's manpower is ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.

- 3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Contractor 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 contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor 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 Contractor 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 contractor's equipment and contractor's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site 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
- Reference to "Section", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
 - 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.
 - 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 Contractor by Company.
- 3.1.31 "Logging Unit" shall mean the mobile unit capable of carrying out logging and perforation services along with consumables as defined in the Scope of Work.
- 3.1.32 "Mobilization" shall mean the actual mobilization of the Contractor's personnel & equipment which are fit for operational requirements, along with auxiliary equipment and contractor'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.
- 3.1.33 "Operator" shall mean Sun Petrochemicals Private Limited(Sun Petro) / Company
- 3.1.34 "PSC" shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.35 "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.36 Deleted.
- 3.1.37 "Services" shall mean the services to be provided by the Contractor 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 Contractor and Sun Petro.
- 3.1.38 "Sun Petro " / "SPPL" shall mean Sun Petrochemicals Private Limited.
- 3.1.39 "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.
- 3.1.40 "Sun Petro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its contractors.
- 3.1.41 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by Sun Petro.
- 3.1.42 "Sun Petro Designated Base" shall mean well site as informed by Company. However, the contractor may store/warehouse its equipment and materials at its own costs & risks.
- 3.1.43 "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Contractor to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in *Annexure #8* hereof.
- 3.1.44 "Rates" or "Rate" shall mean the applicable rates of compensation to be paid to Contractor for work hereunder as set forth in the Price Schedule.
- 3.1.45 "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.
- 3.1.46 Deleted.
- 3.1.47 "Well" shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.48 Deleted.

- 3.1.49 "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by Sun Petro.
- 3.1.50 "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.
- 3.1.51 "Work" shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, 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.
- 3.1.52 "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.
- 3.1.53 "Work-over Rig / Rig" shall mean the Land mobile work-over Rig engaged for Work-over in connection with the Scope of Work at the Work Site and fit for the purpose.
- 3.1.54 "Third Party" shall mean a person / entity which are not included in Company Group or Contractor Group.
- 3.2 **DURATION OF CONTRACT:**
- 3.2.1 Primary term of this contract will be 5 (Five) years from the date of award with a provision to extension for one more year(s) on same rate, terms and conditions.
- SunPetro reserves right to use the services in any of the fields in Gujarat or any other blocks which are awarded / acquired by the Company on same rates, terms, and conditions.
- 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 / Termination of the Contract
- 3.3 **Materials, Supplies, Equipment, Services And Personnel**
- Any item supply / services requested by Company during contract period to complete the work shall be provided by Contractor.
- 3.3.1 **Additional Services, Materials, Supplies and Equipment**
- 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 contractor 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 **INSPECTION OF MATERIALS**
- 3.4.1 **Inspection of Company Equipment**
- Contractor shall have right to inspect and get satisfied on the company equipment, company will provide the full access to the contractor.
- 3.4.2 **Inspection of Contractor Equipment**
- Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost.

3.5 **COMPANY'S WORK COMPLETION PROGRAMME**

3.5.1 **Work Programme**

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

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

3.6 **PERFORMANCE OF THE WORK/SERVICES/SUPPLIES**

3.6.1 **Conduct of Services /supplies**

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

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**

3.6.3.1 Contractor shall maintain at all times strict discipline and good order among its employees and subcontractors and shall abide by and conform to all reasonable rules and regulations promulgated by Company governing the scope of work/supplies.

3.6.3.2 Contractor shall, and shall ensure that its employees and subcontractors are qualified, experienced & trained and shall, comply with the all Conditions set forth in scope of work /supplies. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of work/supplies shall constitute grounds for termination of this Contract.

3.6.3.3 Company have the right to ask contractor to change / replace its personnel for misbehaving / indiscipline during contract period. Contractor will replace person, within 5 working days without affecting the work progress.

3.6.4 **Legal Requirements**

Contractor shall apply for and obtain all necessary certifications, permits, licenses and authorizations for personnel, equipment and technology required in India, including any authorizations or licenses from any governmental body for use of Contractor's Personnel or technology in the Services or the export of such technology to India.

Provident Fund Act:

No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act:

No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments:

Regular compliance to Minimum Wage Act, No Dues to the Employees who have resigned or whose services are terminated, engaged by the contractors regarding payment of Wages, service compensation, Bonus, Gratuity, Un-availed Leave salary, Notice pay & etc.

Labour Welfare Cess:

All prices are inclusive of all taxes including Labour welfare cess. The service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labour welfare cess to SunPetro duly signed by CA of the firm.

The Contractor shall indemnify the Company in case of his failure in meeting the statutory requirements as mentioned above. Submission of the above documents shall not relieve the Contractor of any liability to comply with the Applicable Laws.

3.7 TERMINATION BY COMPANY

3.7.1 Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor 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 Contractor fails to timely mobilize the 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 Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.

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 Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, 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 Contractor:

- a) Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or
- b) Makes a general assignment for the benefit of its creditors; or
- c) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- d) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- e) Is in breach of Applicable Law; or
- f) Otherwise breaches the provisions of the contract or part thereof; or
- g) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- h) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause B, the Contractor 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 Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor 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 Contractor.

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 Contractor.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor 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 Contractor. Upon any such termination the Contractor 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 Contractor, Company shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination as well as demobilization charges.

E. Termination for non-performance or non-satisfactory performance of the work

The Contractor shall perform the work in accordance with Good Oilfield Practices / GIPIP and the terms and conditions of the Contract. If the Contractor 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 Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Company may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor 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 Contractor 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 Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Contractor.

3.7.2 Upon receipt of Notice of Termination, the Contractor 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 Contractor 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 Contractor 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.

3.7.4 De-hiring:

Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit programme, by giving three (3) days written notice to the Contractor and during this period no charges for equipment and personnel etc. shall be payable by Company. However, contractor will take immediate action to demobilize the personnel, machines and other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days' notice to mobilize again.

3.8 HEALTH, SAFETY & ENVIRONMENT (HSE)

General

Contractor shall perform all the work complying to HSE standards as applicable to Oil & Gas fields.

Contractor warrants that it shall perform all such services in a Good and Workmanlike Manner and as per the guidelines issued by, DGMS, DGH and OISD from time to time. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.

Before the commencement of work, Contractor is required to submit the Safety Management Plan including details of Risk Management related to nature of job. To ensure the safe operations at site, Contractor is required to submit the written safe procedures related to work and comply with DGMS / OMR-2017 and OISD requirements including amendments / modifications issued by DGMS from time to time.

Contractor to provide Health, Safety & Welfare Policy Manual which should be aligned with Company's HSE Policy

3.8.1 Safety

3.8.1.1 In performing the Services hereunder, Contractor and its officers, directors and employees and any subcontractors and their officers, directors and employees shall comply with the provisions of and/or meet the Health, Safety and Environment best Industry standards and requirements set forth in:

- a) the safety management system (hereinafter referred to as "the Safety Management System") established by Contractor;
- b) Onshore & offshore (as applicable) safety, health, training and protective clothing requirements; and
- c) All applicable laws, rules and regulations of India.
- d) Proper safety kits liveries and uniform for all employees / subcontractors working at site.

- 3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractors' personnel and the personnel of its subcontractors are familiar with the provisions of **Contractor's Safety Management System**.
- 3.8.1.3 Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.
- 3.8.1.4 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with, and rectify any deficiencies in compliance pointed out by the Company.
- 3.8.1.5 If during performance of the Services, Company's Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor's Personnel or Company's personnel, Company Equipment or any of Company's other contractors' plant, equipment or materials, then Company's Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
- 3.8.1.6 Incompetent person shall be at RISK to carry out critical operation. Hence all contractor personnel need to be competent & trained to carry out assigned job. Training need for all contractor's Employee shall be identified & accordingly shall be trained by the contractor.
- 3.8.1.7 Required PPE to be identified [as per Company Norms & colour coding](#). Sufficient stock of PPE shall be maintained at all time. Also the Contractor's Employee shall be trained for uses of PPE.
- 3.8.1.8 Contractor shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.
- 3.8.1.9 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.
- 3.8.1.10 Contractor has to develop ERP jointly with Company & shall ensure awareness Training imparted to all concerned personnel. Mock drill (Table top) for critical scenario need to be conducted before Work over operation. Records to be maintained.
- 3.8.1.11 Contractor shall ensure PTW developed by Company and shall be followed.
- 3.8.1.12 Contractor shall maintain following Records:
1. Employee detail
 2. Pre medical check-up record
 3. Competency Record
 4. Training & awareness Record
 5. PPE record
 6. Accident / Incident Record
 7. Mock drill Record
 8. Audit Observation & compliance record.
 9. Accident / Near miss Report.
- 3.8.1.13 In case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly

develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.

3.8.2 Environment

3.8.2.1 Contractor hereby acknowledges Company's commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned commitment, Contractor shall perform the Services in an environmentally acceptable and safe manner consistent with GIPI and shall ensure that its performance of the Services is properly monitored

3.8.2.2 Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.

3.8.2.3 Deleted

3.8.2.4 Contractor shall have Waste Management Plan for their scope of work.

3.8.2.5 Hazardous Waste shall be sorted out as per the Pollution Control Board norm as applicable. Disposal of Hazardous waste shall be done by the company.

3.8.2.6 Contractor shall display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.

3.8.2.7 Eye wash station shall be provided at suitable place by the company and will be managed by the Contractor.

3.8.2.8 Working area is to be ensured illuminated as per Lux standard.

In particular, the Contractor shall:-

- a) employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage;
- b) take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimise such damage and the consequential effects thereof on people and property; and
- c) adhere to the guidelines, limitations or restrictions, if any, imposed by the Environmental Clearance referred to in this clause as applicable on the date of this Contract and as such Environmental Clearance may be revised, expanded or replaced.

3.8.2.9 Without limiting the generality of the provisions of this Clause hereof, Contractor shall comply with, and ensure that its employees, agents and subcontractors comply with, all applicable environmental protection and pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.

3.8.2.10 If during Contractor's performance of the Services, Company is of the opinion that Contractor is either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by Company to Contractor from time to time, or is conducting the Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Company shall notify Contractor of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the contract apply as if the Well Operations had been suspended due to equipment breakdown.

- 3.8.3** Contractor has to submit Monthly Compliance Reports to the company on all aspects as listed above or as decided by the company.

3.9 SETTLEMENT OF DISPUTE/ ARBITRATION

- 3.9.1** The Company and the contractor 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 Contractor 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, Contractor 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. Notwithstanding anything contained herein, if the Contractor 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 Contractor 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.

- 3.9.6** English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.

3.10 ENTIRE AGREEMENT/ WAIVERS

- 3.10.1** This Contract sets forth the entire CONTRACT between Company and Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will continue up to the expiry of the warranty period even if the Contract is expired or terminated.

3.11 LIQUIDATED DAMAGES

3.11.1 Liquidated damage

If Contractor for any reason other than Force Majeure, fails to timely mobilize all the equipment (fit for purpose) and/or personnel with requisite experience at designated location/well site as per the time schedule mentioned in the Contract or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above reason resulting to delay delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of mobilization / delivery of material / equipment or commencement of work or each interruption of work or late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

The payment of liquidated damages pursuant to this section shall not affect the rights of Company as per Contract or Applicable laws including the following rights:

- a. Terminate the Contractor or a portion or part of the Work thereof at any time during the term of the Contract and / or,
- b. Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- c. Get the Work done by any other contractor at the risk and cost of the Contractor and/or,
- d. Invoke bank guarantee or any other security provided by the Contractor and/or, By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

3.11.2 Deleted.

3.11.3 The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which COMPANY can suffer on account of delay / breach on the part of the Contractor and the said amount shall be payable without any requirement of proof of the actual loss or damage caused by such delay / breach.

3.11.4 Where Company is required to wait for any reason for a Contractor Equipment and/or personnel which is not made available on the site as per the schedule, in addition to liquidated damages payable by the Contractor, the Contractor shall also pay as pre-agreed damages an amount equivalent to daily **operating rate** for hired equipment, till time such equipment is made available to Company.

3.11.5 By way of abundant caution it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.

3.12 **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.

3.13 **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.

3.14 **ACTS AND REGULATIONS, GUIDELINES**

THE MINES ACT, 1952 along with the OIL MINES REGULATIONS, 1984 and all their amendments issued including requirements of Good International Petroleum Industry Practice (GIPIP) for all services are to be followed till validity of contract.

3.15 **CONFIDENTIALITY**

3.15.1 "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).

3.15.2 The Contractor 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.

3.16 **ASSIGNMENT AND SUBCONTRACTING**

3.16.1 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 Contractor, which shall not be unreasonably withheld.

3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor sub contracts part of the Contract to a sub-contractor, Contractor shall ensure that sub order's reflect the

requirements under this Contract and the Contractor 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 Contractors, the same shall be notified to the Company with in a period of one (1) month.

- 3.16.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor 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 Contractor or its employees or agents. Also in no case sub-Contractors shall pass on any claim/ liability to Company.

3.17 **INVOICING AND PAYMENT**

- 3.17.1 Invoices shall be itemized with a full break down of the Service performed /supplies made 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 Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.

- 3.17.2 Contractor 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 supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Contractor representative, 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)* i.e. Five (5) Years and One (1) Year extension period. 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 following documents at Mumbai, if applicable. The Contractor 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 Contractor.

- 3.17.3 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 Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

- 3.17.4 Contractor shall support all invoices with any data and/or information reasonably requested by Company. Contractor 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
8th, 9th & 10th Floor, ATL, Corporate Park, Opp. L&T Gate no. 7,
Saki Vihar Road, Chandivali, Powai, Andheri (E),
Mumbai – 400072, Maharashtra [INDIA]

3.17.5 All payments to the Contractor under this Contract shall be made in the currency quoted by them or Indian Rupees to the Indian Bidders or Indian Rupees / United States Dollars to the Foreign Bidders.

3.17.6 The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

3.17.7 **Audit**

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) 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 Contractor will preserve and will cause its subcontractors 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 Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred in this Clause will be made during Contractor'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 Contractor 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 Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

3.18 **TAXES AND DUTIES**

3.18.1 **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 service tax). Except as stated, Contractor shall bear all income, corporate, property, GST, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Contractor on account of the payments received by Contractor from Company for the Services as may be payable under the Applicable Laws and any amendments thereto. Service tax 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 Contractor such amounts as determined by the prevailing taxation laws in respect of Contractor's Services. Company shall deposit these tax withholdings at source with the Indian revenue authorities and provide Contractor all appropriate tax receipts and forms evidencing the deposit of these tax withholdings. Contractor 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.

3.18.2 **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 Contractor, 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 Contractor. In the event that Contractor 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 Contractor.

3.18.3 **Custom Duty, Entry taxes, etc.**

The rates do not include customs duty, export duties or other statutory charges on the import and re-export of Equipment. Contractor acknowledges that the Government of India have issued various notifications (and subsequent clarifications/ circulars) relating to the exemption of Customs duties in relation to machinery, plant, Equipment, materials and supplies imported for use solely and exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable endeavors to obtain any exemption to which Company and/or Contractor is entitled in accordance with such notifications. Contractor expressly agrees to furnish necessary documentation, bonds or undertakings to Government authorities and / or to Company, which may be required for availing such concessional exemption. It is expressly understood that Contractor shall be required to re-export any of its Equipment (unless consumed during performance of Services) and left-over chemicals / additives imported under this Contract to enable Company to avail exemption of custom duties. Contractor undertakes to re-export Equipment at the earliest but not later than within fifteen (15) days of completion or termination of Services and shall be solely responsible for all customs formalities for importation and exportation of Contractors Equipment and materials at the port of entry or the port of exportation as the case may be.

3.18.4 Contractor shall protect, indemnify and hold harmless Company, its Co-ventures, their directors, officers, and employees from any and all claims or liability for incorrect or under valuation of tax payable on income excess profits, customs duties, royalty or other taxes assessed or levied by any government agency including any tax assessed or levied on account of property or equipment of contractor, wages salaries or other benefits paid to Contractors employees or employees of sub-contractors, on Company its Co-ventures, their directors, officers and employees' including from any and all claims or on account of any payment made to or earned by contractor.

3.18.5 **Change in Law**

3.18.5.1 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 Contractor 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 contractor.

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

3.19 **INSURANCE**

3.19.1 For its risks and liabilities assumed hereunder, the Contractor 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-Contractors) other than Employers Liability

Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Contractor under the Contract,

- 3.19.2 The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.
Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractors 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 Contractors risks and 5% more expense.
- 3.19.3 The Contractor 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:
- loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,
 - Personal injury including death or disease to any person employed by the Contractor arising from or relating to the performance of the Contract.
- 3.19.4 Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- evidencing the issuance of insurance containing the coverage required herein and
 - 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 contractor's obligation to provide the required coverage.
- 3.19.5 The insurance shall cover for the following:
- 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. Contractor has the obligation to comply with Indian Social Security laws and regulations.
 - 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 contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor'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.
 - Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
 - Personal Accident and Medical Insurance for each of Contractor'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.

5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Contractor reserves the right to self insure its own assets.
6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

General Conditions for Insurance

- A. Contractor 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 contractor 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. Contractor 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 Contractor's expense. Contractor 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.

3.20 CONTRACTOR'S OBLIGATIONS AND WARRANTIES

- 3.20.1 The general allocation of responsibilities between Company and Contractor are set out in responsibility matrix and other clauses mentioned in this documents and the Exhibits.
- 3.20.2 Contractor 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. Contractor warrants that it is aware of the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.
- 3.20.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
- 3.20.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.20.6 Contractor 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.

3.20.7 **Contractor Personnel**

Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor 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. Contractor 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.

3.20.8 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 Contractor to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconducts himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor 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. Contractor shall forthwith replace within 5 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.

3.20.9 **Permits and Instructions**

Contractor shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Work / supplies. In the event of Contractor receiving instructions from Company to stop Work/supplies operations, Contractor shall comply with the same with immediate effect.

3.21 **FORCE MAJEURE**

3.21.1 "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 Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), 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:

- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.21.1.5 Non-conformance by Sub-contractors;
- 3.21.1.6 Financial distress of Contractor or any Sub-contractor
- 3.21.1.7 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 Contractor.

Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure. 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 Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

- 3.21.2 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 Contractor.

3.22 **WARRANTIES AND REMEDIES**

- 3.22.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP 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. Contractor 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 Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.
- 3.22.2 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 3.22.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of

the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.

- 3.22.4 Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor 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, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard.
- 3.22.5 Day-rates or compensation of whatsoever nature shall not apply to time when the Contractor's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 3.22.6 If Contractor shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws
- 3.22.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.22.8 Contractor 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.
- 3.22.9 Contractor shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.
- 3.23 **LIENS**
Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor 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 Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Company may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor 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, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

3.24 **INDEMNITY AND LIABILITIES**

3.24.1 Indemnity by Contractor:

Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location and shall indemnify and keep the Company Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work under the Contract or performance of obligations by the Contractor thereunder including but not limited to:

a) personal injury, illness or death of:

i) any of Contractor's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

b) loss or damage to:

i) any property owned, hired or supplied by Contractor Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

3.24.2 **Indemnity by Company:**

Company shall indemnify and keep the Contractor Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from:

- i) personal injury, illness or death of any Company Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group);
- ii) Any loss or damage to any property owned, hired or supplied by Company Group (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).

3.24.3 Third Parties:

A. Contractor shall defend, indemnify and hold Company Group harmless from and against any and all claims in respect of:

- i. the personal injury, illness or death of a Third Party; and/or
- ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Contractor Group.

B. Company shall defend, indemnify and hold Contractor Group harmless from and against any and all claims in respect of:

- i. the personal injury, illness or death of a Third Party; and/or
- ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Company Group.

"Third Party" shall mean a person/entity which is not included in Company Group or Contractor Group."

3.24.4 **Contractor's Material, Equipment, Services and Property**

The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession / control of the Contractor with the exclusive right to use of such equipment by the Contractor for providing services under the Contract. Contractor 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 Contractor or any of its subcontractors 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.

3.24.5 Liability for Radioactive sources

The radioactive sources, which Contractor may use in performing the Services, are potentially dangerous. If any radioactive source is lost in a well, at the well site, while being transported by or on behalf of Company or by conveyance arranged by the Company or while under the custody or control of the Company or its representatives, Company shall be solely responsible for recovery or abandonment of the source and shall take special precautions in order to avoid breaking or damaging the source container. If the source cannot be recovered, or if the container is broken, Company shall immediately comply with all laws and regulations applicable to Company, as well as to Contractor as owner of the source, including the isolation and marking of the location of the source, and shall defend, indemnify and hold harmless Contractor from and against any and all liabilities arising with respect thereof, and shall keep Contractor informed of all related developments, except when it is caused due to Gross Negligence or Wilful Misconduct by Contractor Group.

3.24.6 Limitation of Liability

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

- Breach of Applicable Laws by the Contractor 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.

3.24.7 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.

3.24.8 Liability for the Well or Reservoir

Subject to clause 3.24.1 and notwithstanding anything else contained herein to the contrary, Contractor Group shall not be liable and responsible for and shall be indemnified by Company for and in respect of any and all claims brought by any member of Company Group or any Third Party except to the extent of claims that are direct result of Gross Negligence or Wilful Misconduct of the Contractor Group, for personal injury, death, damage to or loss of property or any other claims resulting from:

- a) blowout, fire, cratering, explosion or other uncontrolled well condition including loss of oil or gas from the well, or loss of well ;
- b) sub surface pollution due to blowout, cratering or uncontrolled well conditions;
- c) any sub surface damage to productive formations and similar sub surface damage including without limitation, any reservoir, geological formation or underground strata and loss of any oil or gas there from regardless of cause.
- d) loss of control of the Hole;

3.24.9 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.

3.25 **PERFORMANCE BANK GUARANTEE**

Within Fifteen (15) days of the issue of Letter of Intent/ award, the Contractor shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to **Annexure #8**) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of **Annexure #8** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

The Performance Bank Guarantee shall be of 10% of one year estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later. If the Contractor does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor by virtue of this Contract and are not intended to be used as a penalty. Without prejudice to its other rights under the Contract or at law, Company shall be entitled to forfeit the performance bond, should the Contractor fail to perform the Services in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract / Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

Company reserves the right to invoke the performance bank guarantee for any of the following reasons including but without limitation to:

- Failure of contractor to start/commence the work as per LOA/LOI/Contract
- If Contractor fails to perform as per the terms and conditions of the contract.
- If contractor fails to perform as per prescribed scope of work.
- If contractor fails to work in work man like manner.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

Sun Petro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the **Annexure #9**.

3.26 **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.

3.27 **NON-EXCLUSIVE CONTRACT**

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

3.28 **EXPORT CONTROLS**

Sun Petro confirms that the Equipment or Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items

is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Contract, then SunPetro would request the Contractor to obtain consent from the concerned authority in the Contractor's Country. The Contractor shall obtain such consent at its sole risk and costs.

3.29. Special Condition to Contract

3.29.1 Manpower Deployment

- I. Once the Work is awarded, Contractor has to provide resume of candidates to SunPetro Representative, within 7 days. SunPetro, at its discretion, may also interact with the candidates if so required.
- II. SunPetro reserves the right to ask for replacement of any man power deployed, found not suitable, and in such case, the Contractor has to provide suitable replacement within 7 days.
- III. Manpower shown in Price Schedule is indicative, actual shall be as per requirement.

3.29.2 Transportation:

Contractor shall provide for its employees, transportation to and fro from site.

3.29.3 HSE Consideration.

- I. The Contractor must ensure that all the personnel to be deployed at SunPetro's Field are medically fit and have undergone the basic training in **Safety & fire fighting**.
- II. During entire period of contract, all contract Employee must be certified by a Medical Practitioner, that Employee is fit to work in Mines. Contractor shall provide suitable PPE (Personal Protective Equipment) / safety kits and liveries including uniform/ overalls, helmets, safety boots/gumboots, safety glasses, Rain coat to his employees. Only cotton clothing is allowed at site. **Contractor personnel should carry their own uniform/ overalls and the same should be bearing Contractor Company's logo and should be of different colours (other than the colour followed by SunPetro).**
- III. Contractor shall report all incident/accident/ Near miss to Company's HSE Manager immediately. In case of any accident on duty hours to contractors' employees, contractor shall provide all medical assistance to the injured person at the cost of contractor. First aid and support to be provided by the company as per mines / factories act as applicable. On request of contractor's authorized person, SunPetro shall provide support for treatment in SunPetro's empanel hospitals at the cost of contractor.

SECTION – 4

SCOPE OF WORK

SCOPE OF WORK (SOW)

PART-A: BHASKAR FIELD

Introduction:

Sun Petrochemicals Pvt. Ltd. (SunPetro), an Exploration & Production (E&P) company, owns several onshore & offshore Oil & Gas Fields / Blocks viz Baola in Ahmedabad Dist, Modhera in Mehsana Distt, Bhaskar in Anand Distt and Hazira (Onshore and Offshore) in Surat Distt. in Gujarat, India. SunPetro, having acreage of around 4,400 sq. km., is currently producing more than 12,000 BOEPD (barrels of oil equivalent per day).

BHASKAR FIELD (CB-ONN-2003/1 or CB10) at Cambay asset, wherein Commercial production started in July 2019 is the flagship asset of the company. Bhaskar Field comprises Central Processing Facility (CPF) and has two Early Production Systems (EPS) A-1 & R1. With operational production capacity of liquid handling up to 16000 bbls/day CPF expansion is under progress, And natural gas compression facility under installation & commissioning. Processed crude oil is being transferred through 10" independent pipeline (60 KM) to IOCL Bareja having set up for custody transfer facility at Bareja. There is also a water injection plant t at A-1 EPS which will be for pressure maintenance of the reservoir of the field.

Bhaskar Field is spread in 71.35 sq km area and seven scattered pools which are developed in integrated manner for production through CPF. Presently there are 35 producing wells and one produced water disposal well. Well fluid through 4" flow line joins to manifold at well site which in turn connects to t 6" collector lines (3 Nos.) which bring well fluid to CPF. Well fluid is processed in three stage separation train at CPF. For effective de-emulsification heating through Thermic fluid heating and combo chemicals (demulsifier and PPD) is added. Crude is having pour point of 30 deg C and has 14.6% wt wax. Crude after treatment is stored in 6 Nos of vertical cylindrical tanks of each capacity 2748 M3. Treated crude is periodically transferred through a set of booster & export pumps (4 sets- 3 operating and 1 standby) to IOCL Bareja.

One 6" crude oil is also available up to ONGC Akholjuni which can be used in exigency.

Processed Gas is sold to local gas consumers through AGA-3 orifice metering provided at A1 EPS. . Presently Gas compressors (LP up to 10 barg) are under installation and compressed gas will be sold locally.

Water is sourced from Tarakpur dam wherein provision of intake well is provided, and water is pumped from there to A1 EPS through 12"- underground HDPE pipeline. This water is treated in water injection plant (at A1 EPS) and RO water plant (200 KL /day at CPF)) for potable and water injection use respectively. Tanker loading and unloading facility is provided at A1 EPS for receipt of tankers from wells which are flown locally.

Produced water after treatment is injected into disposal well L1.

1.0 Objective:

Objective of the contract is of Hiring of agency / contractor for supply of experienced & qualified manpower to provide services for carrying out various O&M activity in order maximize equipment availability and operational reliability & safety of plant, related to Oil & gas production & Maintenance / efficient operations. For this purpose a suitable agency is required & to be finalized through the competitive bidding process for complete scope of work (SOW) following the best industry practices. This detailed document specifies and describes the duties, obligations and work to be performed.

The term of contract will be 5 years from the date of the award of contract and further may be extendable by 1 year based on performance and at the sole discretion of SunPetro on same terms and conditions.

1.1 Detailed Scope of Work Operation & Maintenance Coverage

Broadly, the comprehensive scope of work under the Operation & Maintenance (O&M) Contract shall inter-alia include the following activities:

Operation & Maintenance Activity (Salient features):

The Contractor has to perform all operational requirements of Control Room & Field Operations (Well Sites, EPS, Pipelines, CPF, Metering Station, Water intake well, RO Plant, ETP plant, Solar Plant, Mobile Test Separator Unit, Mobile Flushing Unit Operations, Gas compressor Gas Generators , Power Sub Stations, Diesel Generators. Maintenance workshop etc) by deploying qualified, competent & experienced manpower.

The Contractor has to deploy qualified, competent & experienced manpower for performance of all operational requirements of Production, Mechanical, Electrical and Instrumentation, HSE&F, Warehouse & control equipment/falling under the Bhaskar Field under the supervision and guidance of SunPetro Maintenance Manager/ Engineer/ Representative, keeping the plant operational round the clock.

- Housekeeping activity, Gardening falling under the Bhaskar Field under the supervision and guidance of SunPetro
- All the operations should be done in accordance with the SOPs/Operational Manuals as furnished by SunPetro /recommendation of the OEMs or as per instruction of SunPetro Engineer – In - charge.
- Over and above regular operation, contractor is supposed to carry out any other operational work as instructed by SunPetro on the basis of actual requirement at Bhaskar site.

1.2 Manpower Deployment

- The Contractor shall deploy a team of qualified experienced / skilled/ Expert manpower at SunPetro to carry out regular operation and maintenance activities of Bhaskar Field. Once the work is awarded, Contractor has to produce resume of the candidates to SunPetro Representative, within 7 days for acceptance by SunPetro.
- SunPetro reserves the right to accept /reject candidate(s) at any point of time and in case, a candidate if rejected, the Contractor has to provide replacement candidate to SunPetro within 7 days. However during his absence, no payment will be applicable. SunPetro may also conduct interview of the candidates if so desired and only the candidates selected in the interview will be allowed to work at SunPetro.
- Number of contractor personnel shown against each particular category is indicative in nature which are only for evaluation purpose and may change based on site requirement. The actual strength to be deployed at site shall be instructed by SunPetro after award of contract.
- SunPetro expects that contractor will deploy multi-disciplinary skilled manpower at site to ensure best quality of O&M with minimum manpower.
- The man power (part/ whole) may be detained after normal working hours or may be called to attend duty at odd hours to take up important/ emergency jobs depending on plant situation with compensation on mutual agreed terms.
- The duty pattern of Contractor's manpower at the Bhaskar Field shall be defined below:

DUTY PATTERN

Shift Patterns	Timing
Round the clock shifts (8 hours)	06:00-14:00 + 14:00-22:00 + 22:00-06:00 hrs
General Shift (6 Days/week)	09:00 – 17:30 hrs.
14 days ON-OFF	08:00 to 20:00 hrs (Day Shift) & 20:00 to 08:00 hrs (Night Shift)
Operator working in round the clock shift duty will follow 14 days on/14 days off pattern. Others in round the clock will follow 8 hour shift pattern with weekly off.	

Note:

- I. The shift pattern may be changed by the company with prior intimation to the Contractor
- II. The general shift manpower will work for 6 days per week x 8.30 hrs per day. However, these manpower shall be available for any urgent job even on paid weekly off days also..
- III. For general shift manpower company will pay for all 30/31 days in the monthly (including for week off days) for actual manpower deployed.
- IV. SunPetro, at its discretion, may send back any team member of the Contractor from the plant,

- V. in the interest of SunPetro, without assigning any reason to the contractor, whatsoever. Contractor should have sufficient manpower back up without any additional cost to company, for taking care of offs, leave & absence to ensure uninterrupted operation of the plant by indicated minimum man power. Contractor has to provide replacement candidate to SunPetro within 7 days. However during his absence, no payment will be applicable.

1.3 TOOLS & TACKLES

- The Contractor shall provide kits & liveries to their experts / supervisors/ technicians such as every unit should contain at least one set of tools and tackles which are to be judiciously used by contractor manpower. These tools and tackles will be inclusive of non-sparking tools as required for some designated areas, as agreed between SunPetro and contractor.

Necessary tools and tackles like spanner set, screwdrivers & testers, pliers, well site tool kit with brass hammer (3/5/10 kgs), pipe wrench heavy duty (small /big) etc shall be arranged and maintained by the Contractor at site. The Contractor shall be responsible maintaining their tools / tackles / material brought to Bhaskar Field plant for operation and maintenance. No payment in any form or compensation, whatsoever, shall be made to the Contractor for procurement of these tools & tackles and against any damage, loss and breakdown of such tools & tackles.

- Combined tentative list of Mechanical, Instrumentation and Electrical tools and tackles are provided in S.No.2 of Technical Specifications Section 5. Exact list and quantity will be finalized with the contractor after awarding of contract. Storage space for the same will be allocated by SunPetro.
- Combined tentative list of Mechanical, Instrumentation and Electrical tools and tackles are provided in S.No.2 of Technical Specifications Section 5. Exact list and quantity will be finalized with the contractor after awarding of contract. Storage space for the same will be allocated by SunPetro.

1.4 ROLES & RESPONSIBILITY OF MANPOWER (ONSHORE)

1.4.1 Control Room / Panel Operator

Work/Job description while workings as Panel operator are defines below but not limited to-

- Will be responsible for monitoring of the process and the process parameters.
- Operating plant as per SOP.
- Logging of process parameters (logbook/register, soft /hard both as per requirement of Shift incharge)
- Logging keeping the permit.
- Communicating with shift in charge (SIC) for abnormality in operating parameters if any and tacking proper action in consultation with SIC.
- Performs coordination between SIC & Field operations team.
- Field work as & when required as per instruction of SunPetro.
- Performs start-up and shut down activities of the equipment/unit safely at field.
- Ensure all the jobs are carried in the field with compliance to PTW system.
- Keep track of the location all the emergency push buttons and Manual call points present in the respective process area. Prompt action in case of activation of MCP as per ERP.
- Carry out any other duties as and when required as instructed by Panel/field engineer or Engineer In charge.
- Emergency handling & participate in mock drill,
- Keeping workplace neat & clean.
- Coordination with field engineer/operator to maintain process parameters within operating envelop.

1.4.2 Field Operator.

Work/Job description while workings as process field operator are defines below but not limited to-

- Will be responsible for monitoring & operation of all Oil, Gas & condensate processing unit like Well Operation, Well monitoring, Pigging Operation, Phase Separation Unit Operation, Bath Heater Operation, Gas Compressor Operation, Water Injection Plant, ETP operation, Pipeline Operation, Metering System operation, Lab operation, Fire Water Pump Operation, DG set

- Operation, Greasing of Well Head, Pig Launcher, Valve Actuators, and Flange Studs & Rings, Oil Loading, Flare etc. in a safe and responsible manner in accordance with the established operating procedures and as per the instructions from Shift In charge
- Smooth coordinate with Panel operator / Engineer for safe operation of Process units.
 - Performs start-up and shut down activities of the equipment/unit safely as per SOP.
 - Assist field engineer in handling of chemicals as per SOP following MSDS
 - Chemical top up /loading & unloading chemicals in day tanks.
 - Smooth changeover of static & rotary equipment.
 - Constant monitoring of status of Rotary & Stationary equipment parameters.
 - Ensure all the jobs are carried in the field with compliance to PTW system.
 - Effectively communicate all the activities being carried in the field to respective DCS & PLC console.
 - Take regular field rounds and track all the process parameters in field and report to DCS & PLC console in case of abnormalities observed.
 - Strictly adhere to the SOP's during execution of all jobs
 - Regularly inspect Tankage area as per check list.
 - Checking operability of all the safety showers daily.
 - Keep track of the location all the emergency push buttons, and Manual call points present in the respective process area.
 - Keep track of all the sample points present in the respective process area. Responsible for giving regular sample to Lab sampler.
 - In case of any chemical/lube oil spillage or leaks, to be contained safely as per SOP.
 - Waste management to be followed during regular and maintenance activities.
 - Operating plant in compliance with company's HSE policies, to ensure regulatory compliance are met.
 - Reporting of safety and environmental concerns, problems and hazard incidents to appropriate shift team members
 - Capable of operating firefighting systems during emergencies.
 - Monitoring, Managing & logging of all process parameters in Logbooks & proper documentation should be maintained.
 - Carry out any other duties as and when required as instructed by Panel/field engineer or Engineer In charge.
 - Ensuring proper housekeeping of process areas. & keeping his workplace areas neat & clean
 - To perform duty of fire man in case of emergency.
 - Carrying out Plant maintenance related activities as per SunPetro SIC instructions.
 - Emergency reporting & participate in emergency handling as a part of ERT team.

1.4.3 Helper – Field Operation & Housekeeping

- Indicative Rolls & responsibility defined herewith but not limited to -
- To follow instruction of Operator and work together
 - Daily housekeeping of equipments, well sites, panel cum operator shed , .
 - Assistance in repair of equipment
 - Mopping of, Control Room as per requirement and cleaning of cabinets
 - Daily Dusting of Table, Chair, Sofa, Racks etc.
 - Serving of Tea & Water
 - Weekly dusting / cleaning of Fan, Window Glass, ...
 - Trash Removals / Waste Management & any other related activities defined by in-charge
 - Clearing of waste bins in Premises
 - Collecting waste from bins in site and waste and Transport to scrap yard
 - Place the material in scrap yard in designated places
 - Housekeeping in scrap yard
 - Housekeeping in Hazardous storage yard
 - Daily Cleaning of Washrooms of CPF, EPS & well sites.
 - Daily Cleaning of the Urinals /Sink/wash basin
 - Any work assign time to time by SunPetro engineer incharge

1.4.4 Electrical Technician

- Install, repair, and maintain electrical systems, equipment, and components, including wiring, fixtures, and appliances.

- Read and interpret electrical blueprints, diagrams, and technical specifications to determine wiring layouts and installation procedures.
- Test electrical systems and components for functionality, safety, and compliance with regulations.
- Troubleshoot electrical problems, identify root causes, and implement corrective actions.
- Perform routine inspections and preventive maintenance on electrical systems and equipment.
- Replace or repair faulty electrical components, such as switches, outlets, and circuit breakers.
- Ensure compliance with electrical codes, regulations, and safety standards in all work activities.
- Collaborate with other trades and contractors on construction projects to ensure proper coordination of electrical work.
- Maintain accurate records of electrical work performed, including maintenance logs, inspection reports, and service records.
- Provide technical support and guidance to other maintenance staff or apprentices.
- Keep updates of developments in electrical technology, codes, and standards.
- Follow safety protocols and procedures to prevent accidents, injuries, and electrical hazards.
- Respond to emergency calls and service requests to address electrical issues promptly.
- Communicate effectively with customers, supervisors, and team members to ensure timely completion of work and customer satisfaction.
- Plant meter reading & power consumption record.
- Emergency reporting & participate in emergency handling as a part of ERT team.

1.4. 5. Mechanical Maintenance Technician:

- Pipeline flanges and valves flanges open and box up as per required operations requirements.
- Identify and Maintain mechanical spares inventory.
- Follows the PTW system according to nature of works with company guidelines.
- Perform and preparedness of Pre commissioning and commissioning of rotary and statics equipment at site.
- Timely inspection of machinery and equipment to reduce breakdown and healthiness of machines/equipment.
- Installation of Rotary and static machinery/equipment with proper alignment with required alignment tool kit along with specified standards.
- Pumps, gearbox and valve overhauling perform with identified issues at workshop.
- Repairing / Maintenance and troubleshooting of Compressors, IC engines (Diesel / Gas), heat exchangers, cranes, lifting equipment and any other rotating equipment.
- Check rotary and statics equipment and operating systems and correct wherever necessary.
- Resolve pump, gear, valves, troubleshooting minor problems.
- Ensure high level technical support to lower level technicians.
- Comply with company safety guidelines and procedures.
- Repair and perform preventive maintenance as per established OEM standards.
- Use hand tools like power tools and rigging equipment (lifting and shifting of heavy equipment) on the basis of requirement at site.
- Comply with company and customer regulations and policies.
- Handle personal tools for job including up-to-date documented as per tool lists.
- Ensure mechanical operations, standards and controls are maintained at high quality.
- Handle time accounting and complete work order timely.
- Maintain proper housekeeping in working area such that pump house, tank farm area compressor area etc after completing of every maintenance activities.
- Manage positive customer and employee relations.
- Work all shifts flexibly when job demands.
- Show expertise in working with team and independently.
- Experience with maintenance overhaul of rotating equipment (Pumps & Compressor).
- Experience 4-5 years in pump and compressor alignment with experience certificate required.
- Experience 4-5 years in statics equipment maintenance such that piping valves, exchanger, pipeline, storage tank hydrotesting, etc.
- Provide 24 hours on-call assistance as part of a formal roster.
- Day to Day supervision of work groups.
- Emergency reporting & participate in emergency handling as a part of ERT team

1.4.6 INSTRUMENT TECHNICIAN

- Preventive maintenance of all critical and non-critical equipment/instruments as per the PM schedule.
- Experience in pneumatic field instruments at Upstream facilities and Electro Pneumatic instruments.
- Knowledge in routine maintenance on marshalling panels and troubleshoot of Open Loop and Closed Loop in DCS/PLC/ESD/RTU cabinets.
- Perform testing and Calibration of all types of field instruments (LT / PT/ ATG / FT / PCV/ LCV/ FD / GD/ MOV) to ensure accuracy and reliability.
- Install, and maintain control system, various instruments and equipments.
- Diagnose and troubleshoot instrument faults promptly to minimize downtime.
- Analyze system performance and implement corrective measures to optimize efficiency.
- Knowledge in control panel loop drawings and burner sequence.
- Adhere to safety Protocols and guidelines while performing maintenance tasks.
- Troubleshooting of regular and irregular plant issues in accordance with Shift Engineer / Instrumentation.
- Verification of custody transfer meters and maintain records.
- Assist Daily/Weekly and monthly checks of firewater pumps of all field instruments including safety critical equipment.
- Troubleshooting and Maintenance of communication systems, field instrument and control equipment.
- Maintaining maintenance records as per schedule.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.
- Emergency reporting & participate in emergency handling as a part of ERT team.

1.4.7. Technician Workshop

- Preventive maintenance of all critical and non-critical equipment/instruments as per the PM schedule.
- FITTER, ITI in Fitter trade with 5 Years experience or non ITI with 10 year experience in piping, structural, pipeline & equipment fabrication in refinery/Oil & gas field.
- WELDER, ITI in Welder trade with 5 Years experience or non ITI with 10 year experience in piping, structural, pipeline & equipment fabrication qualification in GTAW & SMAW/ MIG & SMAW welding procedures in refinery/Oil & gas field.
- Grinderman/Gas cutter with 10 year experience in piping, structural, pipeline & equipment fabrication in refinery/Oil & gas field.
- Workshop helper (Scaffolder/Tack welder/Hydrotest technician/Rigger) with minimum work experience of 2 years in refinery/Oil & gas field.
- Lathe machine operator ITI in Turner trade with 5 Years experience or non ITI with 10 year experience in Mechanical workshop.
- Experience in maintenance of equipment used in Upstream facilities.
- Maintenance of all static and rotary maintenances.
- Troubleshooting of regular plant issues in accordance with Shift Engineer.
- Calibration of instruments of equipment and maintain records.
- Conducting Weekly and monthly checks of pumps, blowers, fans and maintaining functionality logs.
- Maintaining maintenance records as per SMP.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.

1.4.8. Technician HSE/Fire

- Preventive maintenance of all safety critical equipment/instruments including Fire Fighting System as per the PM schedule.
- Experience in equipments of HSE & Fire Fighting system used at Upstream facilities.
- Maintenance of all Fire, safety and lifesaving equipments.
- Troubleshooting of regular HSE facilities/equipment issues in accordance with Engineer-Incharge.
- Upkeep of equipment and maintain records.

- Conducting Weekly and monthly checks on equipment and maintaining functionality logs.
- Maintaining maintenance records as per SMP.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.

1.4.9 Technician IT

- Provide technical support for hardware software providing customer service in response to incoming service requests.
- Troubleshoot problems with PCs, servers, software, communications devices.
- Troubleshoot PC Thin & Thick Client desktop systems, software as well as peripherals, Briefing Display devices, Video Teleconference devices.
- Provide end user desktop as well as networking support with other technicians via phone, email in person Maintain desktops, laptops, PDAs, printers, peripherals software.
- Respond to calls as well as email requests for technical, desktop server support by working trouble tickets as directed.
- Maintain printer queues, evaluate the overall printing process.
- Control inventory including maintaining Laptop/PC/printer/hardware stock updating database accordingly.
- IT Indent & GIM creation in ERP
- Serve as the ticket owner for assigned service requests provide timely status updates on the progress of ongoing requests.
- CCTV Installation, Support & troubleshooting
- User management
- Remote access support & troubleshooting
- Computer Hardware, Printer Installation & troubleshooting
- Flexible to work across multiple systems in business area.
- Network cable Crimping
- Cable laying
- Wifi Router & Access point maintenance & configuration
- Wireless link monitoring.
- Knowledge of software & hardware.
- Knowledge of various communication system
- Knowledge of Lan system, Wireless communication, CCTV , UPS etc
- Relevant **Certifications** include: Hardware & Networking certification

1.4.10 Lab Technician:

- Ensuring availability of SOPs as per ASTM methods Following ASTM standards for analysis
- Ensuring Preparing/availability of SOPs as per ASTM standards.
- Quality monitoring
- Logging of data & maintaining of records of analysis and should be easily retrieve.
- Knowledge of results analysis. Providing suggestions / solutions based on experiments carried out in improving product quality.
- Maintaining consumption records of Lab apparatus, Lab chemicals.
- Ensuring sufficient stock of consumables (Lab chemicals , apparatus etc)
- Monitoring of recording level of consumables based on lead period and maintain sufficient stocks.
- Should have knowledge of oil, gas and water analysis
- Laboratory equipment operation & maintenance along with keeping work place neat & clean following housekeeping.
- Sample collection from site as & when required as per instruction of SunPetro representative.
- Adhering to safety guidelines, maintaining a clean and organized lab, and ensuring proper waste disposal.

1.4.11 SCM/Logistic Assistant

- Should have required skill & knowledge of SCM & Logistics
- Should have good communication and coordination skill
- Well versed with safe practices of Logistics discipline
- Able to work with team and also alone without any guidance
- Coordination with other team members for completion of work

- Maintaining accurate records and databases and Completing paperwork and documentation
- Providing administrative support to the logistics team,
- Assisting with receiving, stocking, and organizing products.
- Handling incoming and outgoing shipments, including receiving and dispatching.
- keeping work place organised with area neat & clean.
- Local procurement

1.4.12 Office Attendant

- Should have reading & writing skill in Gujarati & English
- Should do assigned work as per requirement of In charge
- Able to manage petty work alone without any guidance
- Coordination with other person for completion of work
- Keeping common areas tidy and organized
- Ensuring that printers, scanners, and other equipment are functioning properly.
- Any other duties as assigned by management can vary depending on the needs of the organization.
- Keeping area neat & clean

1.4.13 Welder/Grinder, Fitter, Painter (Letter writer), Mason, Carpenter

- Should have skill/knowledge of respective trade
- Well versed with safe practices of respective trade
- Able to work alone without any guidance
- Coordination with other person for completion of work

1.4.14 Male Paramedic/Nurse

- Should have knowledge of maintaining dispensary
- Well versed with first aid treatment
- Able to give injectables
- Coordination for shifting of patient to nearby hospital
- Respond to emergency calls, assess patient condition and make critical care decisions quickly
- Collect pertinent patient care data and transfer that data to a medical professional based on state guidelines
- Maintain a running inventory of medical supplies on the response vehicle and makes/recommend purchases for 1st aid inventory when necessary at plant

1.4.15 Doctor-Physician

- Should be MBBS and able to give treatment in any emergency at site
- Providing first aid and medical care for workplace injuries, managing chronic illnesses, and ensuring proper follow-up care.
- Ensuring the plant adheres to all relevant health and safety regulations, including those related to occupational health and medical services.
- Conducting pre-employment and periodic medical assessments to ensure employees are fit for their roles and to monitor their health over time.
- Providing routine medical care, consultations, and referrals for specialized care as needed.
- Should have knowledge of running OHC
- Well versed with all medical equipment and treatment
- Able to give injectables
- Coordination for shifting of patient to nearby hospital
- Collaborating with emergency response teams to ensure preparedness for workplace emergencies and providing medical support during incidents
- Maintaining accurate medical records, ensuring compliance with documentation requirements, and sharing relevant information with authorized personnel.
- Providing medical advice and guidance to management on employee health and safety matters.

1.4.16 Gardener/Mali

- Should have skill/knowledge of plantation and gardening
- Well versed with safe practices of gardening
- Able to work alone without any guidance
- Coordination with other person for completion of work

1.4.17 SCM Support

- Bachelor's degree and have minimum experience of 3 years in same profile.
- Should have required skill & knowledge of SCM
- Should have good communication and writing skill
- Well versed with SCM procedures
- Able to work with team and also alone without any guidance
- Coordination with other team members for completion of work
- Well versed with SCM procedures specifically purchasing and inventory management.
- Able to work with team and alone without any guidance
- Coordination with other team members for completion of work
- Must have worked on ERP

1.4.18 O&M Manager

- Will be responsible for coordination with company's Management and Contractors personnel
- Ensuring Contractors personnel are deployed as per requirement of Company .
- Ensuring all labour related compliance are met wrt contract.
- Timely submission of bills to company
- Arranging boarding/loading of contractor's personnel
- Ensure all the jobs by Contractor's personnel are carried in the field with compliance to PTW system
- Carry out any other duties as and when required by Company Engineer In charge.

1.4.19 Light vehicle Driver

- Should have valid Light Vehicle Driving Licence
- Should have basic skill/knowledge of automobile/car driving
- Well versed with safe practices of driving
- Able to troubleshoot or minor repair of car in case of requirement
- Should be polite and having good etiquette
- Well versed with roads in Gujarat and company sites

1.5 Manpower requirement for Onshore Field

The deployment pattern of operators, minimum qualifications and relevant experience of contractor personnel required is mentioned in **Section-5: Technical Specifications**.

SCOPE OF WORK (SOW)

PART-B: HAZIRA FIELD

Introduction:

Sun Petrochemicals Pvt. Ltd (SunPetro) as an Operator has Exploration and Production operations spread in Gujarat across four assets viz Baola in Ahmedabad Dist, Modhera in Mehsana Distt, Bhaskar in Anand Distt and Hazira (Onshore and Offshore) in Surat Distt.

HAZIRAFIELD is located in Surat. Field is both onshore and offshore, having area of 50 sqkm. Facilities are located as Offshore platform, wells at LBDP and land wells, processing facilities of oil & gas at onshore. All facilities are connected with flow line and pipelines. Since field is depleted, production is through artificial lift. Water is also injected in oil wells for pressure maintenance. All field operations are manned.

1.0 Objective:

Objective of the contract is of Hiring of agency / contractor for supply of experienced & qualified manpower to provide services for carrying out various O&M activity in order maximize equipment availability and operational reliability & safety of plant, related to Oil & gas production & Maintenance / efficient operations. For this purpose a suitable agency is required & to be finalized through competitive bidding process for complete scope of work (SOW) following the best industry practices. This detailed document is specifying and describing the duties, obligations and works to be performed.

The term of contract will be 5 years from the date of award of contract and further may be extendable by 1 year based on performance and at the sole discretion of SunPetro on same terms and conditions.

1.1 Detailed Scope of Work

Operation & Maintenance Coverage

Broadly, the comprehensive scope of work under the Operation & Maintenance (O&M) Contract shall inter-alia include the following activities:

Operation & Maintenance Activity (Salient features):

The Contractor has to perform all operational requirement by supply of experienced and competent manpower for Control Room & Field Operations (Well Sites, LBDP, Offshore Platform, Oil & Gas facility Pipelines, metering Station, etc).

- The Contractor has to perform all operational requirements with supply of experienced & competent manpower of Mechanical, Electrical and Instrumentation, HSE, Warehouse & control equipment/falling under the Hazira Field under the supervision and guidance of SunPetro Maintenance Manager/ Engineer/ Representative, keeping the plant operational round the clock.
- Housekeeping activity, Gardening falling under the Hazira Field under the supervision and guidance of SunPetro
- All the operations should be done in accordance with the SOPs/Operational Manuals as furnished by SunPetro /recommendation of the OEMs or as per instruction of SunPetro Engineer – In - charge.
- Over and above regular operation, contractor is supposed to carry out any other operational work as instructed by SunPetro on the basis of actual requirement at Hazira site.

1.2 Manpower Deployment

- The Contractor shall deploy a team of qualified experienced / skilled/ Expert manpower at SunPetro to carry out regular operation and maintenance activities of Hazira Field. Once the work is awarded, Contractor has to produce resume of the candidates to SunPetro Representative, within 7 days for acceptance by SunPetro.
- SunPetro reserves the right to accept /reject candidate(s) at any point of time and in case, a candidate if rejected, the Contractor has to provide replacement candidate to SunPetro within 7 days. However during his absence, no payment will be applicable. SunPetro may also conduct interview of the candidates if so desired and only the candidates selected

- in the interview will be allowed to work at SunPetro.
- Number of contractor personnel shown against each particular category is indicative in nature which are only for evaluation purpose and may change based on site requirement. The actual strength to be deployed at site shall be instructed by SunPetro after award of contract.
- SunPetro expects that contractor will deploy multi-disciplinary skilled manpower at site to ensure best quality of O&M with minimum manpower.
- The man power (part/ whole) may be detained after normal working hours or may be called to attend duty at odd hours to take up important/ emergency jobs depending on plant situation with compensation on mutual agreed terms.
- The duty pattern of Contractor's manpower at the Hazira Field shall be defined below:

DUTY PATTERN

Shift Patterns	Timing
General Shift (6 Days/week)	09:00 – 17:30 hrs.
14 days ON-OFF	08:00 to 20:00 hrs (Day Shift) & 20:00 to 08:00 hrs (Night Shift)

Note:

- VI. The shift pattern may be changed by the company with prior intimation to the Contractor
- VII. The general shift manpower will work for 6 days per week x 8.30 hrs per day. However, these manpower shall be available for any urgent job even on paid weekly off days also..
- VIII. For general shift manpower company will pay for all 30/31 days in the monthly (including for week off days) for actual manpower deployed.
- IX. SunPetro, at its discretion, may send back any team member of the Contractor from the plant, in the interest of SunPetro, without assigning any reason to the contractor, whatsoever.
- X. Contractor should have sufficient manpower back up without any additional cost to company for taking care of offs, leave & absence to ensure uninterrupted operation of the plant by indicated minimum man power. Contractor has to provide replacement candidate to SunPetro within 7 days. However during his absence, no payment will be applicable.

1.3 TOOLS & TACKLES

- The Contractor shall provide kits & liveries to their experts / supervisors/ technicians such as every unit should contain at least one set of tools and tackles which are to be judiciously used by contractor manpower. These tools and tackles will be inclusive of non-sparking tools as required for some designated areas, as agreed between SunPetro and contractor.

Necessary tools and tackles like spanner set, screwdrivers & testers, pliers, etc., required for the purpose of maintenance, repair, monitoring of system parameters, etc. shall be arranged and maintained by the Contractor at site. The Contractor shall be responsible maintaining their tools / tackles / material brought to Hazira Field plant for operation and maintenance. No payment in any form or compensation, whatsoever, shall be made to the Contractor against procurement and any damage, loss and breakdown of such tools & tackles.

- Combined tentative list of Mechanical, Instrumentation and Electrical tools and tackles are provided in S.No.2 of Technical Specifications Section 3. Exact list and quantity will be finalized with the contractor after awarding of contract. Storage space for the same will be allocated by SunPetro.

1.4 ROLES & RESPONSIBILITY OF MANPOWER (ONSHORE)

1.4.1 Control Room / Panel Operator

Work/Job description while workings as process Panel operator are defines below but not limited to-

- Will be responsible for monitoring of the process and the process parameters.
- Operating plant as per SOP.
- Logging of process parameters.

- Communicating with SIC for abnormality in operating parameters if any and taking proper action in consultation with SIC.
- Performs coordination between SI & Field operations team.
- Performs start-up and shut down activities of the equipment/unit safely at field
- Ensure all the jobs are carried in the field with compliance to PTW system
- Keep track of the location all the emergency push buttons and Manual call points present in the respective process area. Prompt action in case of activation of MCP as per ERP.
- Carry out any other duties as and when required as instructed by Panel/field engineer or Engineer In charge.
- Coordinate with field engineer to maintain process parameters within operating envelop.

1.4.2 Field Operator.

Work/Job description while working as process field operator are defined below but not limited to-

- Will be responsible for monitoring & operation of all gas & condensate processing unit like Well Operation, Well monitoring, Pigging Operation, Phase Separation Unit Operation, Bath Heater Operation, Gas Compressor Operation, Water Injection Plant, ETP operation, Pipeline Operation, Metering System operation, Lab operation, Fire Water Pump Operation, DG set Operation, Greasing of Well Head, Pig Launcher, Valve Actuators, and Flange Studs & Rings, Oil Loading, Flare etc. in a safe and responsible manner in accordance with the established operating procedures and as per the instructions from Shift In charge
- Smooth coordinate with Panel operator / Engineer for safe operation of Process units.
- Performs start-up and shut down activities of the equipment/unit safely at field
- Assist field engineer in handling of chemicals as per SOP following MSDS.
- Smooth changeover of static & rotary equipment.
- Constant monitoring of status of Rotary & Stationary equipment parameters.
- Ensure all the jobs are carried in the field with compliance to PTW system.
- Effectively communicate all the activities being carried in the field to respective DCS & PLC console.
- Take regular field rounds and track all the process parameters in field and report to DCS & PLC console in case of abnormalities observed.
- Strictly adhere to the SOP's during execution of all jobs
- Regularly inspect Tankage area as per check list.
- Checking operability of all the safety showers daily.
- Keep track of the location all the emergency push buttons and Manual call points present in the respective process area.
- Keep track of all the sample points present in the respective process area. Responsible for giving regular sample to Lab sampler.
- In case of any chemical/lube oil spillage or leaks, to be contained safely as per SOP.
- Waste management to be followed during regular and maintenance activities.
- Operating plant in compliance with company's HSE policies, to ensure regulatory compliance are met.
- Reporting of safety and environmental concerns, problems and hazard incidents to appropriate shift team members
- Capable of operating firefighting systems during emergencies.
- Monitoring, Managing & logging of all process parameters in Logbooks & proper documentation should be maintained.
- Carry out any other duties as and when required as instructed by Panel/field engineer or Engineer In charge.
- Ensuring proper housekeeping of process areas.
- Capable to perform duty as per ERP in case of emergency

1.4.3 Helper – Field Operation & Housekeeping

Indicative Rolls & responsibility defined herewith but not limited to –

- To follow instruction of Operator and work together
- Daily housekeeping of equipment.
- Assistance in repair of equipment
- Mopping of, Control Room as per requirement and cleaning of cabinets
- Daily Dusting of Table, Chair, Sofa, Racks etc.
- Serving of Tea & Water

- Weekly dusting / cleaning of Fan , Window Glass, ...
- Trash Removals / Waste Management & any other related activities defined by in-charge
- Clearing of waste bins in Premises
- Collecting waste from bins in site and waste and Transport to scrap yard
- Place the material in scrap yard in designated places
- Housekeeping in scrap yard
- Housekeeping in Hazardous storage yard
- Daily Cleaning of Wash Room of Main Office Building & Control Room
- Daily Cleaning of the Urinals /Sink/wash basin

1.4.4 Electrical Technician

- Install, maintain and repair electrical control, wiring, CP system, earthing system, DG Set, A.C., VFD, Electric motors, HVAC and lighting systems.
- Read technical diagrams and blueprints.
- Perform general electrical maintenance.
- Inspect transformers and circuit breakers and other electrical components.
- Troubleshoot electrical issues using appropriate of testing devices.
- Repair and replace equipment, electrical wiring, or fixtures.
- Follow National Electrical Code state and local building regulations.
- Circuit breaker corrective maintenance.
- Good knowledge of AC, DG Set, heating and air conditioning systems.
- Good knowledge of various test equipment.
- Monitoring electrical equipment's.
- Maintain repair & maintenance logs & records.
- Plant meter reading & power consumption.

1.4. 5. Mechanical Maintenance Technician:

- Pipeline flanges and valves flanges open and box up as per required operations requirements.
- Identify and maintain mechanical spares inventory.
- Follows the PTW system according to natures of works with company guidelines.
- Perform and preparedness of Pre commissioning and commissioning of rotary and statics equipment at site.
- Timely inspection of machinery and equipment to reduce breakdown and healthiness of machines/equipment.
- Installation of Rotary and static machinery/equipment with proper alignment with required alignment tool kit along with specified standards.
- Pumps, gearbox and valve overhauling perform with identified issues at workshop.
- Repairing / Maintenance and troubleshooting of Compressors, IC engines (Diesel / Gas), heat exchangers, cranes, lifting equipment and any other rotating equipment.
- Check rotary and statics equipment and operating systems and correct wherever necessary.
- Resolve pump, gear, valves, troubleshooting minor problems.
- Comply with company safety guidelines and procedures.
- Repair and perform preventive maintenance as per established OEM standards.
- Use hand tools like power tools and rigging equipment (lifting and shifting of heavy equipment) on the basis of requirement at site.
- Handle personal tools for job including up-to-date documented as per tool lists.
- Ensure mechanical operations, standards and controls are maintained at high quality.
- Handle time accounting and complete work order timely.
- Maintain proper housekeeping in working area such that pump house, well site, LBDP, tank farm area compressor area etc after completing of every maintenance activities.
- Work all shifts flexibly when job demands.
- Show expertise in working with team and independently.

1.4.6 INSTRUMENT TECHNICIAN

- Preventive maintenance of all critical and non-critical equipment/instruments as per the PM schedule.
- Experience in pneumatic instrumentation at Upstream facilities.
- Maintenance of DCS/ESD/PLC/RTU cabinets.
- Troubleshooting of regular plant issues in accordance with Shift Engineer / Instrumentation.

- Calibration of field instruments (LT / ATG / FT / PCV/ LCV/ FD / GD) and verification of custody transfer meters and maintain records.
- Assist Daily, Weekly and monthly checks of field Instruments and maintaining logs.
- Troubleshooting and Maintenance of communication systems, field instrument and control equipment.
- Maintaining maintenance records as per Schedule.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.

1.4. 7. Technician Workshop

- Preventive maintenance of all critical and non-critical equipment/instruments as per the PM schedule.
- Experience in maintenance of equipment used in Upstream facilities.
- Maintenance of all static and rotary maintenances.
- Troubleshooting of regular plant issues in accordance with Shift Engineer.
- Calibration of instruments of equipment and maintain records.
- Conducting Weekly and monthly checks of pumps, blowers, fans and maintaining functionality logs.
- Maintaining maintenance records as per SMP.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.

1.4.8. Technician HSE/Fire

- Preventive maintenance of all safety critical equipment/instruments including Fire Fighting System as per the PM schedule.
- Experience in equipment's of HSE & Fire Fighting system used at Oil & Gas facilities.
- Maintenance of all HSEF equipment.
- Troubleshooting of regular HSEF plant/equipment issues in accordance with Engineer-Incharge.
- Upkeep of equipment and maintain records.
- Conducting Weekly and monthly checks on equipment and maintaining functionality logs.
- Maintaining maintenance records as per SMP.
- Ensure Permit to Work as per company HSE procedures.
- Assist in breakdown maintenance.
- Use of proper PPE's.

1.4.9 Technician IT

- Provide technical support for hardware software providing customer service in response to incoming service requests.
- Troubleshoot problems with PCs, servers, software, communications devices.
- Troubleshoot PC Thin & Thick Client desktop systems, software as well as peripherals, Briefing Display devices, Video Teleconference devices.
- Provide end user desktop as well as networking support with other technicians via phone, email in person Maintain desktops, laptops, PDAs, printers, peripherals software.
- Respond to calls as well as email requests for technical, desktop server support by working trouble tickets as directed.
- Maintain printer queues, evaluate the overall printing process.
- Control inventory including maintaining Laptop/PC/printer/hardware stock updating database accordingly.
- IT Indent & GIM creation in ERP
- Serve as the ticket owner for assigned service requests provide timely status updates on the progress of ongoing requests.
- CCTV Installation, Support & troubleshooting
- User management
- Remote access support & troubleshooting
- Computer Hardware, Printer Installation & troubleshooting
- Flexible to work across multiple systems in business area.
- Network cable Crimping

- Cable laying
- Wifi Router & Access point maintenance & configuration
- Wireless link monitoring.
- Knowledge of software & hardware.
- Knowledge of various communication system
- Knowledge of Lan system, Wireless communication, CCTV , UPS etc
- Relevant **Certifications** include: Hardware & Networking certification

1.4.10 Lab Technician:

- Ensuring availability of SOPs as per ASTM methods Following ASTM standards for analysis
- Ensuring Preparing/availability of SOPs as per ASTM standards.
- Quality monitoring
- Logging of data & maintaining of records of analysis and should be easily retrieve.
- Knowledge of results analysis. Providing suggestions / solutions based on experiments carried out in improving product quality.
- Maintaining consumption records of Lab apparatus, Lab chemicals.
- Ensuring sufficient stock of consumables (Lab chemicals , apparatus etc)
- Monitoring of recording level of consumables based on lead period and maintain sufficient stocks.
- Should have knowledge of oil, gas and water analysis

1.4.11 SCM/Logistic Assistant

- Should have required skill & knowledge of SCM & Logistics for supporting these activities
- Should have good communication and coordination skill
- Well versed with safe practices of Logistics discipline
- Able to work with team and without any guidance
- Coordination with other team members for completion of work
- Maintain manifest/gate pass, material inward/outward, inventory and stock verification.
- Coordinate with local regulatory agencies for boat movement.
- Local procurement

1.4.12 Office Attendant

- Should have reading & writing skill in Gujarati & English
- Should do assigned work as per requirement of In charge
- Able to manage patty work alone without any guidance
- Coordination with other person for completion of work

1.4.13 Gardener/Mali

- Should have skill/knowledge of plantation and gardening
- Well versed with safe practices of gardening
- Able to work alone without any guidance
- Coordination with other person for completion of work

1.4.14 SCM Support

- Should have required skill & knowledge of SCM
- Should have good communication and writing skill
- Well versed with SCM procedures
- Able to work with team and without any guidance
- Coordination with other team members for completion of work
- Support / Assist all warehouse related activities of SCM.
- Local procurement as per SCM instruction.
- Inventory and Stock verification.
- Material Inward / Outward.
- Maintenance of Material issue and record.

1.4.15 O&M Manager

- Will be responsible for coordination with company's Management and Contractors personnel
- Ensuring Contractors personnel are deployed as per requirement of Company .
- Ensuring all labour related compliance are met wrt contract.
- Timely submission of bills to company

- Arranging boarding/loading of contractor's personnel
- Ensure all the jobs by Contractor's personnel are carried in the field with compliance to PTW system
- Carry out any other duties as and when required by Company Engineer In charge.

1.5 Manpower requirement for Onshore Field

The deployment pattern of operators, minimum qualifications and relevant experience of contractor personnel required is mentioned in **Section-3: Technical Specifications**.

Initial deployment of O&M Personnel is mentioned as per below. However, as per requirement, SunPetro may change number of personnel to be provided category-wise from time to time. Contractor to deploy / change personnel on receipt of written orders from M/s. SunPetro's concerned official.

Sr. No.	ONSHORE	Duty Pattern	No. of Manpower	UOM
1	Operator-Control Room/Panel Operator	14 days ON-OFF 12 Hrs Duty per day	2	Man-Day
2	Operator-Field Operation	14 days ON-OFF 12 Hrs Duty per day	6	Man-Day
3a	Technician-Mechanical	14 days ON-OFF 12 Hrs Duty per day	2	Man-Day
3b	Technician-Mechanical	General Shift	1	Man-Day
4a	Technician-Electrical	14 days ON-OFF 12 Hrs Duty per day	2	Man-Day
4b	Technician-Electrical	General Shift	1	Man-Day
5a	Technician-Instrumentation	14 days ON-OFF 12 Hrs Duty per day	2	Man-Day
5b	Technician-Instrumentation	General Shift	1	Man-Day
6	Technician- Workshop	General Shift	1	Man-Day
7	Helper-House Keeping/Office Assistant/Helper Field	General Shift	3	Man-Day
8	HSE – Technician	General Shift	1	Man-Day
9	Un-Skilled Manpower	General Shift	2	Man-Day
10	IT technician & documents controller	General Shift-Callout	1	Man-Day
11	Lab Technician	General Shift	1	Man-Day
	OFFSHORE			
1	Operator cum E&I Technician-Offshore	14 days ON-OFF 12 Hrs Duty per day	1	Man-Day
2	Mechanical Technician-Offshore	14 days ON-OFF 12 Hrs Duty per day	1	Man-Day
3	Crane Operator	14 days ON-OFF 12 Hrs Duty per day	1	Man-Day

Note: Above is indicative and same to be finalized in consultation of Site I/c

Operator/Technician deputed in On/Off cycle may be called for General shift duty and man-days worked will be counted as per below formula

$((\text{No of Days worked in G shift} + \text{weekly off}) \times 8) / 12 = \text{Man days}$

SECTION – 5

TECHNICAL SPECIFICATIONS

PART-A: TECHNICAL SPECIFICATIONS FOR BHASKAR FIELD

1.1 Competency requirement for Onshore Field (Minimum competency required for each position)

Sr. No.	Designation	Duty Pattern	Manpower required/ shift	Total Manpower required/day	Age Limit	Minimum Qualification	Experience
1	Panel Operator	14 days ON-OFF, 12 Hrs Duty per day	1	1x2=2	< 45 Yr.	Diploma in (Prod./ Chem / Mech / Petroleum / Instrumentation)	More than five (5) Year Experience as an operator in O&M in Hydrocarbon Industry
2	Field Operator	14 days ON-OFF, 12 Hrs Duty per day	5	5x2=10	< 45 Yr.	Diploma in (Prod./ Chem / Mech / Petroleum / Instrumentation)	More than five (5) Year Experience as a operator in O&M in Hydrocarbon Industry
3	Helper-Field	Shift hours	25	25x3=75	< 40 Yr	ITI / 10 th Pass	More than one (2) Year experience as a House Keeper in Office / Guest House / Club / Society / Oil / gas installations
4	Technician – Electrical	14 days ON-OFF	2	2x2=4	< 45 Yr	Diploma / ITI in Electrical with Mining Supervisory Licence	More than five (5) Year Experience in O&M in Hydrocarbon Industry
5	Technician – Electrical	General Shift / Shift 8 Hrs Duty	1	1x1=1	< 45 Yr	Diploma / ITI in Electrical with Mining Supervisory Licence	More than five (5) Year Experience in O&M in Hydrocarbon Industry
6	Technician – Mechanical	14 days ON-OFF	1	1x2=2	< 40 Yr	Diploma / ITI in Mechanical	More than five (5) Year Experience in O&M in Hydrocarbon Industry
7	Technician – Mechanical	General Shift / Shift 8 Hrs Duty	2	2x1=1	< 40 Yr	Diploma / ITI in Mechanical	More than five (5) Year Experience in O&M in Hydrocarbon Industry
8	Technician – Instrumentation	14 days ON-OFF	1	1x2= 2	< 40 Yr	Diploma / ITI in Instrumentation	More than five (5) Year Experience in O&M in Hydrocarbon Industry
9	Technician – Instrumentation	General Shift / Shift 8 Hrs Duty	1	1x1=1	< 40 Yr	Diploma / ITI in Instrumentation	More than five (5) Year Experience in O&M in Hydrocarbon Industry

10	Technician – Workshop	General Shift	1	1x1= 1	< 40 Yr	Diploma / ITI in Mechanical	More than five (5) Year Experience in O&M in Hydrocarbon Industry
11	Technician – HSE / Fire	General Shift	1	1x1= 1	< 40 Yr	Diploma in Fire & Safety	More than five (5) Year Experience in O&M in Hydrocarbon Industry
12	Technician -IT	General Shift	1	1x1= 1	< 40 Yr	Diploma in IT	More than three Year Experience in IT support
13	Lab technician	General Shift / 8 hrs Shift	2	2x1= 2	< 40 Yr	M.Sc. / B.Sc.	More than three Year Experience in O&M / Lab support
14	SCM Logistic assistant	General Shift	1	1x1= 1	< 50 Yr	Diploma Logistic & transport / Graduation	More than five Year Experience in Warehouse / Logistic support
15	Office Attendant	General Shift	1	1x1= 1	< 40 Yr	12 th Pass	As per required skill level
16	Welder/Grinder	General Shift	1	1x1= 1	< 45 Yr	ITI in respective trade	As per required skill level
17	Fitter	General Shift	1	1x1= 1	< 45 Yr	ITI in respective trade	As per required skill level
18	Painter	General Shift	1	1x1= 1	< 45 Yr	ITI in respective trade	As per required skill level
19	Mason	General Shift	1	1x1= 1	< 45 Yr	ITI in respective trade	As per required skill level
20	Carpenter	General Shift	1	1x1= 1	< 45 Yr	ITI in respective trade	As per required skill level
21	Unskilled Manpower	General Shift	2	2x1= 2	< 45 Yr	Literate	
22	Heavy Vehicle Driver	General Shift	1	1x1= 1	< 45 Yr	Heavy Vehicle License	Minimum 2 years of Experience
23	Male Paramedic	General Shift	1	1x1= 1	< 45 Yr	Nursing Course	Minimum 2 years of Experience
24	Physician - Doctor	General Shift- on call basis	1	1x1=1	< 60 Yr	MBBS	Minimum 2 years of Experience
25	Gardner / Mali	General Shift	1	1x1= 1	< 45 Yr	Diploma in Horticulture / B.Sc. in Agriculture/ Course in Gardening	Minimum 2 years of experience of gardening

26	SCM Support	General Shift	1	1 x1=1	<55 years	Graduate/MBA/Engg	Min 15 years' experience in desired field
27	O&M Manager	General Shift	1	1x1=1	<50 years	Graduate	Minimum 15 years' experience in similar industry managing manpower
28	Light Vehicle Driver	General Shift	1	1x1= 1	< 45 Yr	Light Vehicle License	Minimum 2 years of Experience
	Total Manpower			119			

PART-B: TECHNICAL SPECIFICATIONS FOR HAZIRA FIELD

1.1 Competency requirement for Onshore Field (Minimum competency required for each position)

Sr. No.	Designation	Duty Pattern	Manpower required/ shift	Total Manpower required/day	Age Limit	Minimum Qualification	Experience
1	Panel Operator	14 days ON-OFF, 12 Hrs Duty per day	1	1x2=2	< 45 Yr.	Diploma in (Prod./ Chem / Mech / Petroleum / Instrumentation)	More than five (5) Year Experience as an Panel operator in O&M in Oil & Gas Industry
2	Field Operator	14 days ON-OFF, 12 Hrs Duty per day	4 3+1 (Hazira + Ank)	3x2= 6 for Hazira & 1 for Ankleshwar	< 45 Yr.	Diploma in (Prod./ Chem / Mech / Petroleum / Instrumentation)	More than five (5) Year Experience as a operator in O&M in Oil & Gas Industry
3	Helper-Field	General Shift hours	5	5	< 45 Yr	8 th Pass	More than one (2) Year experience as a House Keeper in Office / Guest House / Club / Society / Oil / gas installations
4	Technician – Electrical	14 days ON-OFF	1	1x2=2	< 45 Yr	Diploma / ITI in Electrical with Mining Supervisory Licence with Wire Man Certificate	More than five (5) Year Experience in O&M in Oil & Gas Industry
5	Technician – Mechanical	14 days ON-OFF	2	1x2=2 Day shift only	< 40 Yr	Diploma / ITI in Mechanical	More than five (5) Year Experience in O&M in Hydrocarbon Industry
6	Technician – Instrumentation	14 days ON-OFF	2	1x2= 2 Day shift only	< 40 Yr	Diploma / ITI in Instrumentation	More than five (5) Year Experience in O&M in Hydrocarbon Industry
7	Technician – Workshop	General Shift	1	1x1= 1	< 40 Yr	Diploma / ITI in Mechanical	More than five (5) Year Experience in O&M in Hydrocarbon Industry
8	Technician – HSE / Fire	General Shift	1	1x1= 1	< 40 Yr	Diploma in Fire & Safety	More than five (5) Year Experience in O&M in Hydrocarbon Industry
9	Technician -IT	General Shift	1	1x1= 1	< 40 Yr	Diploma in IT	More than three Year Experience in IT support
10	Lab technician	Shift	0	0	< 40 Yr	M.Sc. / B.Sc.	More than three Year Experience in O&M / Lab support

Sr. No.	Designation	Duty Pattern	Manpower required/ shift	Total Manpower required/day	Age Limit	Minimum Qualification	Experience
11	Unskilled Manpower	General Shift	0	0	< 45 Yr	Literate	
	Total Manpower onshore			23			
	OFFSHORE						
	Operator cum E&I Technician-Offshore (14 or 21 days ON/OFF – 12 hr duty)			1	<45 yrs	Diploma in respective discipline	More than five (5) Year Experience in O&M in Offshore Hydrocarbon platform
	Mechanical Technician-Offshore (14 or 21 days ON/OFF – 12 hr duty)			1	<45 yrs	Diploma in respective discipline	More than five (5) Year Experience in O&M in Offshore Hydrocarbon platform
	Crane Operator (14 or 21 days ON/OFF – 12 hr duty)			1	< 45 yrs	Crane operator certification	More than five (5) Year Experience in O&M in Offshore Hydrocarbon platform
	Total Manpower Offshore			3			

Note:

- The manpower mentioned in above tables are indicative only for evaluation purpose, however numbers can be changed based on actual site requirement. Company will pay as per quoted rates on actual manpower supplied & certified by Company representative.
- The working Schedule is as per the two (2) shifts., General Shift & 12 hours shift ON-OFF. Bidder to quote the rates accordingly as indicated in above table. However, Company on requirement basis can alter any arrangement indicated above which is to be agreed by the Contractor. .
- For contractor personnel working in general shifts, contractor will make sure that they get adequate rest according to the guidelines of applicable labour laws etc. after working for 48 hrs (6 days) in a week. Thus, contractor will provide manpower in order to account for the resting period of all contractor personnel such that the plant remains manned at all times on 24 hour basis, 7 days a week. Bidder to quote the rates considering On / OFF and rests of the persons. Company will pay only for the persons present at the work location.
- Above mentioned manpower is for 24 X 7 operation and maintenance of the plant such that the plant remains completely functional/ working at all times.
- Operator/Technician deputed in On/Off cycle may be called for General shift duty and man-days worked will be counted as per below formula ((No of Days worked in G shift + weekly off) X 8) / 12 = Man days**
- For contractor personnel working in 14 or 21 Days On/Off cycle, company will pay only for the ON schedule only. Bidder has to quote accordingly.

2. **Minimum Material Stock to be maintained at Site by Contractor at their cost**
Indicative list of materials to be maintained at any time by the contractor for Operation & Maintenance and for Housekeeping requirement at Bhaskar field but not limited to

For BHASKAR FIELD

Tool & Tackles Items of O&M Team		
Sr. No	Items (Miscellaneous)	Quantity (Nos.)
1	Allen key set in mm up to 12 mm (MAKE:TAPARIA/stanely) Standard size in MM	1 Set
2	Allen key set in inches up to 1/2" (MAKE:TAPARIA/stanely) Standard size in Inches	1 Set
3	MS SPANNER RING & D MAKE:TAPARIA 6X7	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
4	MS SPANNER RING & D MAKE:TAPARIA 8X9	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
5	MS SPANNER RING & D MAKE:TAPARIA 10X11	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
6	MS SPANNER RING & D MAKE:TAPARIA 12X13	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
7	MS SPANNER RING & D MAKE:TAPARIA 14X15	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
8	MS SPANNER RING & D MAKE:TAPARIA 16X17	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
9	MS SPANNER RING & D MAKE:TAPARIA 18X19	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
10	MS SPANNER RING & D MAKE:TAPARIA 20X22	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
11	MS SPANNER RING & D MAKE:TAPARIA 21X23	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
12	MS SPANNER RING & D MAKE:TAPARIA 24X27	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
13	MS SPANNER RING & D MAKE:TAPARIA 30X32	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
14	MS SPANNER RING & D MAKE:TAPARIA 41X46	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
15	MS SPANNER RING & D MAKE:TAPARIA 32X36	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
16	MS SPANNER RING & D MAKE:TAPARIA 12X13	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
17	MS SPANNER RING & D MAKE:TAPARIA 14X15	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
18	MS SPANNER RING & D MAKE:TAPARIA 16X17	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
19	MS SPANNER RING & D MAKE:TAPARIA 18X19	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
20	MS SPANNER RING & D MAKE:TAPARIA 20X22	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
21	MS SPANNER RING & D MAKE:TAPARIA 21X23	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
22	MS SPANNER RING & D MAKE:TAPARIA 24X27	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
23	MS SPANNER RING & D MAKE:TAPARIA 24X26	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
24	MS SPANNER RING & D MAKE:TAPARIA 30X32	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.

25	MS SPANNER RING & D MAKE:TAPARIA 32X36	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
26	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 6X7	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
27	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 8X9	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
28	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 10X11	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
29	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 12X13	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
30	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 14X15	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
31	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 16X17	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
32	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 18X19	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
33	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 20X22	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
34	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 21X23	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
35	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 24X27	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
36	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 30X32	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
37	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 41X46	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
38	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 32X36	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
39	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 12X13	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
40	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 14X15	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
41	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 16X17	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
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43	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 20X22	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
44	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 21X23	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
45	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 24X27	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
46	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 24X26	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
47	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 30X32	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
48	Brass SPANNER RING & D MAKE:TAPARIA/DE-NEERS 32X36	1 set = Ring spanner :1 Nos. & Open/D spanner:1 Nos.
49	MEASURING TAPE 5 METER (MAKE:FREEMANS/STANLEY) 5 METER	2 NOS.
50	LETTER & NUMBER PUNCH (MAKE:TAPARIA) STANDARD SIZE	1 Set
51	MS CHIESEL SET MAKE:TAPARIA/STANLEY STANDARD SIZE	1 Set
52	COMBINATION PLIER MAKE:TAPARIA 6"	1 Nos.
53	HEAVY DUTY SCREW DRIVER MAKE:TAPARIA 12"	1 Nos.
54	ADJUSTABLE MAKE:TAPARIA 12"	1 Nos.

55	HEAVY DUTY PIPE WRENCH MAKE:TAPARIA 24"	1 Nos.
56	PIPE WRENCH MAKE:TAPARIA 12"	1 Nos.
57	BALL PEIN HAMMER MAKE:TAPARIA 500GMS	1 Nos.
58	CU-BE BRASS HAMMER (MAKE: De Neers) 2.0 KG	1 Nos.
59	CIRCLIP PLIER (INSIDE) MAKE:TAPARIA/STANLEY STANDARD	1 Nos.
60	CIRCLIP PLIER (OUTSIDE) MAKE:TAPARIA/STANLEY STANDARD	1 Nos.
61	RIGHT ANGLE (MS) MAKE:TAPARIA 6"	1 Nos.
62	SLUDGE HAMMER 2 KG MAKE:TAPARIA 2.0 KG	1 Nos.
63	3 TRAY MS TOOL BOX MAKE:TAPARIA BIG TRIPLE OPENING	1 Nos.
64	WD 40 SPARAY 450ML 450 ML	6NOS. x 12 MONTHS NOS.
65	WIRE BRUSH 6" STANDARD MAKE	3NOS. x 12 MONTHS NOS.

FOR HAZIRA FIELD AND FOR ALL OTHER FIELDS IN GUJARAT:

Minimum 20% additional to be maintained.

S.No	DESCRIPTION	Remarks
1.	Allen Keys (Inches)	4 Set
2.	Allen Keys (Mm)	4 Set
3.	Baby Hacksaw Frame with blade	3 No.
4.	Box Spanner Sets 12 points (Up to 36 mm)	3 Set
5.	Test Lamp	2 No.
6.	Circlip Plier Inner & Outer 4", 6", 8" Bend, Straight Types	2 set
7.	Cutting Pliers 6", 8"	3 set
8.	Cutting Pliers Grip Type 6", 8"	3 set
9.	Cutting Scissors	3 set
10.	Soldering Guns	2 set
11.	DIE SET 3, 4, 5, 6, 8, 10, 12 Mm	2 set
12.	Digital Multi Meters For Field Use (Is)	3 set
13.	Drilling Machines	2 No.
14.	Files Flat, Knife, Round, 1/2 Round 6", 8", 12"	2 No. each
15.	GASKET MAKER 1" To 12"	2 set
16.	Hacksaw Frame and Blades	2 set
17.	Hammers 1kg 3 kg & 5 kg	3 Set
18.	Hammers Wood (0.5 Kg)	3 No.
19.	Grinding machine	2 No.
20.	Clamp on meter (IS)	2 No.
21.	Pipe wrench 6", 12", 18"	3 No each
22.	Adjustable spanner 155mm, 205mm, 255mm, 305 mm	3 No each
23.	Screwdriver set	3 set
24.	Hammering spanner 32 mm to 55 mm (Open and Ring)	3 set
25.	Ring and Open spanner set up to 46 mm	4 set

PPE MINIMUM STOCK LEVEL TO BE MAINTAINED AT FIELD at the cost of the contractor			
No	Description	Unit	Remark
1	Helmet	Nos.	As per Employees deployed
2	Goggles	Nos.	As per Employees deployed
3	Hand Gloves	Pairs	As per Employees deployed
4	Rubber Hand Gloves	Pairs	Acid resistance
5	Safety Torch-Flame Proof	Nos.	As per Nos. of well sites
6	Safety shoes	Pair Nos.	As per Employees deployed
7	Ear Plug	Nos.	As per Employees deployed
8	Gum boots	Nos.	As per Employees deployed

Note: Contractor should have at least one set of required basic tool & tackles of mechanical, electrical, and Instrumentation & control discipline in each unit / each work location. Requirement may be discussed during deployment of manpower in consultation with engineer in-charge during deployment of manpower. Contractor to take approval from SunPetro for color and type of PPE to be provided.

2.1 Indicative list of consumables materials to be to be maintained at any time by the contractor for Operation & Maintenance and Housekeeping requirement at respective field but not limited to

CONSUMABLES MINIMUM STOCK LEVEL TO BE MAINTAINED by the contractor at their cost			
No	Description	Unit	Remark
1	Wire Brush (Iron)	10 Nos.	
2	Rust Remover(WD-40), 400ml	10 cans	
3	Hex Blade (½ size)	10 No.	
4	Tube cutter (1/2, ¾")	1 No.	
5	Rope(PP) ½, ¾"	1Roll each	
6	CRC- Electrical contact cleaner	5 Nos.	
7	Emery Paper	10 Nos.	

- 2.2 Indicative list of material required for housekeeping to be maintained at any time by the contractor for Housekeeping but not limited to following:

HOUSE KEEPING ITEMS MINIMUM STOCK LEVEL by contractor at their cost		
S. No.	Description of items	Unit
1.	Liquid Soap	20 Lt.
2.	Odonil Cubes	50 pack (150 gm)
3.	Naphthalene Balls	5 Kg.
4.	Toilet Roll of Premium quality	50 Roll
5.	Face Tissues of Premium Quality	50 packets
6.	Cotton Dusters	40 Nos.
7.	Flat Wet Mop with cotton mop head and handle	20 Nos.
8.	Floor cleaner	50 Lt
9.	Toilet cleaner	50 Lt
10.	Waste collection bins	50 Nos.

SECTION-6

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

6.1 TECHNICAL EVALUATION CRITERIA

6.1.1 Bid should be complete in all respect covering all the scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literatures wherever required. Incomplete and non-conforming bid to the specifications will be rejected outright.

6.1.2 The bidder has to quote for all Categories of O&M Services and has to commit to supply other services as also asked on call out basis.

The bidder should meet the following criteria:

- a. The bidder should have minimum three years of prior experience on tender closing date in providing manpower for O&M / Project / Construction supervision Services and supplying experts manpower for Oil & Gas Project / Installations / Petrochemical Plants with minimum handling capacity of 5000 bopd . Bidder must also have provided minimum 25 Nos. experts manpower (having experience in specialised Maintenance, civil, projects, surveillance and catering) apart of O&M services in last one year.
- b. Bidder to submit satisfactory performance certificate from the Company (as per point a above) towards the job performed by them. This will also be a criteria for rejection / selection of bidder towards technical qualification.
- c. The bidder, an Indian company / Indian Joint venture company along with its technical / financial collaborator / joint venture partner, if any, should meet the criteria laid down in paragraph a) and b) above in all respect.
- d. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on Services provided of similar nature, as indicated in above paragraph in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down above.
- e. In case the bidder is a Joint Venture company, the following requirement should be satisfied by the bidder:
 - i. The leader of the JV should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender including all interface risks of services / equipment being provided. This confirmation should be submitted along with the techno-commercial bid.
 - ii. All the members of the JV must undertake in their MOU that each party shall be jointly and severally liable to SunPetro for any and all obligations and responsibilities arising out of this contract (if awarded).

6.1.3 Bidders should provide all information about the Services being provided as required in point a) above:

6.2 Acceptance of Terms & conditions

The bidder must confirm unconditional acceptance of Terms & Condition of Contract as per Section-3, Price Schedule format as per Section-8 and Instruction to bidder as per Section-2

6.3 FINANCIAL CRITERIA

6.3.1 The bidder should have yearly turnover for any one year of the last three financial years (2022-23, 2023-24, 2024-25) more than Rupees Twenty Five Crore (Rs. 25,00,00,000). Bidder can also meet the financial criteria by submitting financial backup from Parent Company / sister company or JV if required.

6.3.2 Net worth of the bidder should be positive for FY 2024-25.

6.3.3 CA certified statement to be provided for both the points as per Sr. no. 6.3.1 and 6.3.2

SECTION – 7

RESPONSIBILITY MATRIX

RESPONSIBILITY MATRIX

Sl. No	Description	At cost of SunPetro	At cost of Contractor	Remarks
1.0 PERMITS				
1.1	Issue of necessary work permits for carrying out job	√		
1.2	Issue of Gate pass / permits to facilitate easy movement of contractor's personnel, his tools / tackles, consumables as & when required to be used	√		
1.3	PPE, & Coverall with Contractor Logo		√	
2.0 UTILITY				
2.1	Supply of water, power & Light.	√		
3.0 SPARES AND CONSUMABLES				
3.1	Supply of consumables for O&M activity as listed		√	
3.2	Supply of consumables for House Keeping as listed		√	
3.3	Wind Socks with Stand (OISD specification)	√		
3.4	Potable Gas detector	√		
3.5	Potable O ₂ Analyzer	√		
3.6	Flame Proof Torch		√	
3.7	Tools & Tackles as listed		√	
3.8	Slings / Belt / D-Shackle for Material handling equipment	√		
3.9	Ladders (20 feet)	√		
3.10	Lubricant & Grease	√		
3.11	Grease Gun (Manual)	√		
3.12	Hoses of different sizes & Rating	√		
3.13	Quick Coupling (Chicago) of different sizes & rating	√		
3.14	Hose Clamps	√		
3.15	Barrel Pump, Cane, Funnel	√		
3.16	Cotton Waste	√		
4.0 SURFACE COATING (PATCH PAINTING)				
4.1	Surface Preparation tools & tackles	√		
4.2	Painting Material (Brush / Roller)	√		
4.3	Paints & Solvent	√		
5.0 GREEN BELT DEVELOPMENT				
5.1	Supply of seasonal plant / seeds	√		
5.2	Saplings for plantation	√		
5.3	Fertilizer / Pesticides	√		
5.4	Water Hoses	√		
6.0 INSPECTION & MONITORING				
6.1	Inspection and monitoring of work performed by the contractor as per scope of services.	√		

7.0 TRANSPORTATION				
7.1	Transportation of contractor's manpower to and fro from Site Location (Bhaskar/Hazira) Field		√	
8.0 REQUIREMENT FOR SPECIFIC ITEMS				
8.1	For specific / special operation & maintenance activities (other than normal O&M in scope of the contractor), and any specific material, Spares to be raised by the contractor	√		
9.0 OTHER CONTRACTUAL COMPLIANCES				
9.	Waste Management Procedure of SunPetro shall be followed.		√	
9.1	Compliance to Applicable Laws including but not limited to: I. Public liability Act Policy/ Third party liability II. Workman compensation Act policy III. Group personnel accident policy IV. Group medi – claim policy V. Minimum Wage Act VI. Employees Provident Fund Act VII. Service Tax Act		√	
9.2	Maintaining following documents & Records ➤ O&M report. ➤ Spares, Consumable, Lubricant stock record ➤ Base Inspection Record ➤ Waste Management Record ➤ Material received / dispatch Record ➤ Performance measurement records as agreed mutually.		√	
9.3	Compliance of all applicable statutory laws including ➤ The Mines Regulation-2011 (DGMS) ➤ OMR/Mines act ➤ The Indian Electricity Rules-1956, ➤ Labour law		√	
9.4	Maintain a very small canteen for offering tea and snacks to the working team at the work locations	√		
9.5	HOUSEKEEPING Housekeeping of all process unit areas covered under scope of work of this tender		√	
10.0 Other Contractual Compliances				
10.1	Following insurance coverage for contractor's employees 1. Public liability Act Policy/ Third party liability 2. Workman compensation Act policy 3. Group personnel accident policy 4. Group medi – claim policy		√	
10.2	First Aid training, safety and firefighting training to contractor's employees		√	
10.3	Maintaining following documents 1. Log sheets 2. Maintenance reports 3. Applicable software module/systems		√	

SECTION - 8

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

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

Rate Schedule only for evaluation

PART-A: O&M SERVICES FOR BHASKAR FIELD

Sr. No.	Designation	Duty Pattern	Est. Qty (A)	Rate per Person / Shift (B)	Total Cost (Rs.) C=AXBX30
1	Panel Operator	14 days ON- OFF, 12 Hrs Duty per day	2		
2	Field Operator	14 days ON- OFF, 12 Hrs Duty per day	10		
3	Helper-Field	Shift	75		
4	Technician – Electrical	14 days ON-OFF	4		
5	Technician – Mechanical	14 days ON-OFF	2		
6	Technician – Instrumentation	14 days ON-OFF	2		
7	Technician – Electrical	General Shift	1		
8	Technician – Mechanical	General Shift	2		
9	Technician – Instrumentation	General Shift	1		
10	Technician – Workshop	General Shift	1		
11	Technician – HSE / Fire	General Shift	1		
12	Technician -IT	General Shift	1		
13	Lab technician	Shift	2		
14	Office Attendant	General Shift	1		
15	Welder/Grinder	General Shift	1		
16	Fitter	General Shift	1		
17	Painter	General Shift	1		
18	Mason	General Shift	1		
19	Carpenter	General Shift	1		
20	Unskilled Manpower	General Shift	2		
21	Male Paramedic	General Shift	1		
22	Physician -Doctor	General Shift- on call basis	1		
23	Gardner / Mali	General Shift	1		
24	Light Vehicle Driver	General Shift - Callout	1		
25	Heavy Vehicle Driver	General Shift	1		
26	SCM Logistics assistant	General Shift	1		
27	SCM Support	General Shift	1		
28	O&M Manager	General Shift	1		
Total Monthly Cost (Rs.)					
Total Yearly Cost (Rs.)					

PART-B: O&M SERVICES FOR HAZIRA ONSHORE FIELD

Sr. No.	Designation	Duty Pattern	Est. Qty (A)	Rate per Person / Shift (Rs.) (B)	Total Cost (Rs.) C=AXBX30
1	Panel Operator	14 days ON- OFF, 12 Hrs Duty per day	2		
2	Field Operator	14 days ON- OFF, 12 Hrs Duty per day	7		
3	Helper-Field	General Shift	5		
4	Technician – Electrical	14 days ON-OFF	2		
5	Technician – Mechanical	14 days ON-OFF	2		
6	Technician – Instrumentation	14 days ON-OFF	2		
7	Technician – Workshop	General Shift	1		
8	Technician – HSE / Fire	General Shift	1		
9	Technician -IT	General Shift	1		
10	Lab technician	General Shift	0		
11	Office Attendant	General Shift	0		
12	Unskilled Manpower	General Shift	0		
13	Gardner / Mali	General Shift	0		
14	Light Vehicle Driver	General Shift - Callout	0		
Total Monthly Cost (Rs.)					
Total Yearly Cost (Rs.)					

PART-B/1: O&M SERVICES FOR HAZIRA OFFSHORE FIELD

Sr. No.	Category	Duty Pattern	UOM	Est. Qty (A)	Rate per Person / Shift (Rs.) (B)	Total Cost (Rs.) C=AXBX30
	OFFSHORE					
1	Operator cum E&I Technician-Offshore	14 days ON-OFF 12 Hrs Duty per day	Man-Day	1		
2	Mechanical Technician-Offshore	14 days ON-OFF 12 Hrs Duty per day	Man-Day	1		
3	Crane Operator	14 days ON-OFF 12 Hrs Duty per day	Man-Day	1		
Total Monthly Cost (Rs.)						
Total Yearly Cost (Rs.)						

Note:

- GST extra as applicable.
- Escalation: Since Contract is for 5+1 Years, therefore SunPetro may like to consider escalation clause on man-day rates linked with the initial labour index announced by the Government of India and after completion of 1 year. Accordingly, bidder to quote the rates against each category. The escalation will also be considered for extension period, if any. However, the escalation considered by the Company will be subject to reasonably good performance by the Contractor & at sole discretion of SunPetro. The % escalation to be provided to manpower by the Contractor upon completion of each year will be declared by the Company based on the labour index. The certificate has to be submitted by the Contractor to the Company in claiming the revised rates along with performance certificate by the Company.
- The contractor will not get any other payment whatsoever on account of O&M except specific mentioned in the contract document. The above rates are inclusive of all as defined above in scope of work including supplies as described in SOW.

- iv. The quantities mentioned in above table are tentative and for evaluation purpose only. The deployment of manpower shall be at actual as per Company's requirement.
- v. The rates indicated above comprises cost of personnel, mob/demob, transportation for to and from site, insurance, medical, statutory levies, taxes (except GST), duties including consumables for O&M, housekeeping, safety, & painting as per scope of services. **GST extra as applicable.** For internal transfer between company's well / site location, Company will provide the logistic services.
- vi. All cost towards providing logistics, boarding, lodging, statutory dues, insurance, travel, training, food, etc to the personnel deployed by the Contractor shall be at the cost of the Contractor
- vii. The above manpower can be deployed at any work location of SunPetro in Gujarat.
- viii. Indiscipline at workplace by the Contractor's personnel shall be considered very seriously. On complaint by SunPetro's representative, the Contractor's person to be replaced within 2 days. The payment for absentees will not be made by the Company.
- ix. The Contractor's personnel has to follow dress code as decided and approved by the Company.
- x. No payment will be made to the contractor for the manpower not working at designated site or also kept standby by Contractor.
- xi. Advance payment shall not be made by Company to the Contractor against this Contract.
- xii. Contractor shall be paid the due amount on monthly basis against the invoices within 30 days of submission of undisputed certified invoice.
- xiii. For general shift manpower company will pay for all 30/31 days in the monthly (including for week off days) for actual manpower deployed. For persons deployed on ON/OFF basis, Company shall pay for only No. of days for which manpower has been deployed at Site (i.e. for ON days). Paid holidays as per SunPetro's list will be applicable to General shift person only.
- xiv. Performance Bank Guarantee for 10% of annual estimated contract value as agreed by Company to be submitted by Contractor within 15 days of issuance of award but before commencement of work as per provisions of Contract.
- xv. The work performance as per the matrix indicated in the Contract shall be taken into account every month for incentivise or penalising the Contractor. However Contractor has to achieve the performance more than 90% as defined in the tender.
- xvi. O&M Manager as designated by the Contractor shall be solely responsible for submitting invoices in accordance with deployment of manpower and performance during the month. The invoice to be submitted in 1st week of the month for the past month with all the supporting document, attendance sheet in compliance to labour law certified by SunPetro's representative.
- xvii. The minimum qualification & experience for the manpower to be deployed by bidder is specified against each category of the manpower in SOW, however this can be changed by the company as per requirement on mutual consent at rates quoted by the Contractor elsewhere.
- xviii. Company may require experts / general manpower (G&G, Projects, Production, Operation, Civil, Cementing, Drilling, IT, HR, Admin, Supply Chain Management, Finance & Account, Construction, Mechanical, Electrical, Instrumentation, Process, Logistics, Liasoning Services with State & govt. bodies, Document Controller, Marine, Mud Engineer/ Chemist, Air Logistic, Marine Logistics, Radio Officer, HSE, HLO, etc or any expert manpower required by the Company), O&M services for mobile well test unit & mobile pumping unit, SRP, ESP & PCP and managing the

workshops in the field or at any working location of Company. Bidder to provide the manpower and any other special services including canteen staff such as chef / cook / assistant as required and on call out basis on mutually agreed rate considering **24%** as service charge to be paid to the Contractor / Agency on actual agreed charges to be paid to such expert / general resources / services. This % for service is fixed which should cover Contractors service charges including insurance, medical, all other statutory compliances, taxes, Income tax, as required and applicable. GST shall be extra at actual. This clause is indicative and will not be used for evaluation purpose.

- xix. Contractor may be asked to provide vehicle for meeting specific requirements, supply of specialised chemicals, specialised civil jobs etc on actual rates plus.. 5%service charges.
- xx. IT Hardware as required by the Experts shall be provided by the Company on returnable basis. However, the maintenance of the supplied hardware shall be the responsibility of the Contractor. In case any supplies provided by company which are not returned on completion of the job, it will be charged back to the Contractor at initial purchase price.

SECTION-9

PERFORMANCE MEASUREMENT

PERFORMANCE MEASUREMENT

Contractor shall be penalized / rewarded based on the performance during the operations using the following mapping parameters:

Incentive will be given if Contractor scores the marks to more than 95% However, Penalty shall be imposed if the overall performance scoring is below 90 %. The mapping parameters are to be agreed with mutual consent of Company and Contractor post award of contract.

1.1 Performance Measurement & Monitoring

No	Performance Indicator (Monthly Average Basis)	UOM	Limiting Value	Weight age	Actual Score based on pro rata	Score
1	Uses of proper uniform and PPE at site	No of Violation	0 - Violation	20 /0		
2	Waste Management as per SunPetro Policy	Y/N	Y / N	20/0		
3	Work delayed by more than 24 hrs due to non-availability of Manpower	No	0-Occurrence	20/0		
4	Work delayed by more than 24 hrs due to non-availability of Resources	No	0-Occurrence	20/0		
5	Compliance of Observation by Internal Inspection	%	90 to 100 %	20/0		
Total Monthly Score achieved (%)						

1.2 Incentives

- Minimum Expectation of Performance Level ≥ 90 %.
- Incentive will be given if Contractor scores the marks ≥ 95 %.
- If the monthly performance is ≥ 95 % consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.
- If the Site is free from LTI for more than 150 days, contractor shall be paid incentive @ 5000 rupees / annum or on pro-rata basis if work in a year is less than 365 days.

1.3 Penalties:

- I. The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Contractor for any observation by SunPetro representative within 48 hour.

In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day till the action is taken to complete the compliance.

- II. Performance shall be evaluated on a Quarterly Basis. Penalty shall be imposed if the overall performance is below < 90 %. In the event of performance below expectation (Expected Performance ≥ 90 %),

Contractor shall be penalized as agreed mutually on award of work

In case of PPE non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

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 my Company, acknowledge the receipt of the same and advise that we will:

BID _____
NOT BID _____

Reason for no Bid
(optional): _____

For
Name of Company: _____
Signature : _____
Title : _____
Date : _____

Transmittal via facsimile:
ATTENTION
Head –Supply Chain Management
Sun Petrochemicals Private Limited
8th, 9th & 10th Floor, ATL Corporate Park
Saki Vihar Road, Powai, Mumbai – 4000712, Maharashtra, India.
Phone No: +91-22-69325300
Kind Attn: Mr Dheeraj Paroch

ANNEXURE – 2

BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8th,9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT (hereinafter referred to as "Company").

WHEREAS:

.....(hereinafter referred to as "Tenderer") has submitted a proposal dated
.....("hereinafter referred to as Proposal") against TENDER NO.: Tender No.:
_____, for Operation & Maintenance (O&M) Services at Baola &
Modhera Fields, Gujarat dated _____ for (hereinafter referred to as the "Tender").

NOW, THEREFORE,

- (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :)
_____ (hereinafter called the "Guarantor") hereby irrevocably and
unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders)
and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in favor of Company, if
Tenderer fails to perform its obligations as set forth below:
 - (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of
validity (150 days from the Closing Date) specified in the Tender.
 - (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of
Tender validity:
 - (a) Fails or refuses to execute the agreed Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in
the Tender document; or
 - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
 - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

The sum shall become payable by us immediately on first demand by Company without proof or
conditions notwithstanding any constitution or protest by the Tenderer or any other third party.

- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our
obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to
time, or to postpone any time any of the powers exercisable by Company against the said Tenderer
and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted
to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such
matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between
the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the
obligations undertaken by the Tenderer or by any change in name or constitution of Company or the
Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the
Tenderer.

- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred

and fifty (150) days from the Tender Closing Date.

- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day of _____ for and on behalf of (_____)

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

NOTE :

1. Bid bond required as Tender Security deposit /Earnest money

It is a condition precedent to the acceptance of any Tender by the Company that the Tenderer shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Tender in the prescribed format and valid for a period of 150 days from the Closing Date. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format. In providing such a Bid Bond the bank shall also undertake to issue the Performance Bank Guarantee as required by Company in the event that the Tender is accepted.

2. Conditions for Invoking of Bid Bond Guarantee

The following conditions would also lead to the invoking of Bid Bond Guarantee:

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the Contract.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 15 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.

- 3.** The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.

ANNEXURE - 3

CHECK LIST FOR BIDDING

This portion of the Tender is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included. Please indicate Yes / No or Acceptable / Not Acceptable, whichever is not applicable.

TECHNICAL

1. Has the bidder quoted for full scope of work as specified in the tender?
YES / NO
2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/ brochure of the manufacturer, etc.? YES / NO
3. Has the bidder furnished the minimum personnel proposed to be assigned to this work in the format provided at Annexure 12?
YES / NO
4. Quality Control Manual and/ or Quality Control Program along with the Unpriced Techno Commercial Bid
YES / NO

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per Clause mentioned in the Instructions to Bidders.
YES / NO
6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO
7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first thirty six (36) months and 12 months extension period if exercised.
YES / NO
8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO
9. Has the bidder confirmed the Commencement Date?
YES / NO
10. Confirm acceptance of Insurance liability as per Clause of the Model Contract.
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.
YES / NO
12. Confirm acceptance of Liquidated Damages provision as per the Model Contract.
YES / NO

13. Confirm acceptance provision for Arbitration as per Clause of the Model contract.
YES / NO
14. Confirm acceptance Taxes and Duties provision as per of the Model Contract.
YES / NO
15. Confirm whether Unprized Technical bid with all annexures and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that Price Schedule of the Unprized Technical bid is blank.
YES / NO
16. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished
YES / NO
17. Has bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initialled by the bidder
YES / NO
18. Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?
YES / NO
19. Bidder ensured that proof of the signing authority
YES / NO
20. Does the bidder accept bid validity period?
YES / NO
21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.
YES / NO
22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as Annexure 4 and attached with the Unpriced Techno Commercial Bid, without including the cost impact, if any?
YES / NO
23. Has bidder proposed any incentive scheme?
YES / NO
24. Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only?
YES / NO
25. Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?
YES / NO
26. Confirm whether the bidder agrees for applicability of Indian Laws
YES / NO

ANNEXURE – 4

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 -5**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-Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 8 th , 9 th & 10 th Floor, ATL Corporate Park Saki Vihar Road, Powai, Mumbai – 4000712, Maharashtra, India. Phone No: +91-22-69325300 Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -6**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-Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 8th,9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT . Tel: +91 22 69325300, + 91 22 28470484 Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -7

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-Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 8 th ,9 th & 10 th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT . Tel: +91 22 69325300, + 91 22 28470484 Kind Attn: Mr Dheeraj Paroch
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TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE –8

PROFORMA OF PERFORMANCE BANK GUARANTEE

TO: **Sun Petrochemicals Private Limited**, a Company incorporated under Company's Law 1956 and having its office at 8th,9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT . (hereinafter referred to as **"Company"**).

WHEREAS:

(1) By an Contract for _____ (here in after referred to as the **"Contract"**) between _____ hereinafter referred to as the **"Contractor"**) of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.

(2) In response to the request made by Contractor, we (Name of Banker:) _____ (hereinafter referred to as the **"Guarantor"**) hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) upto _____ (Rupees _____) being **10% of the estimated / Annualized Contract value**, as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.

(3) We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.

(4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the Contract.

We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

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

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 201____ or and on behalf of (_____).

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

ANNEXURE -9

LIST OF APPROVED BANKS

Guarantee issued from following banks will be accepted as PBG/SD/EMD/BID BOND

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank
4. Co-operative and Rural Banks:
 - I. The Kalupur commercial co-operative bank Ltd
 - II. Rajkot Nagrik Sahakari Bank Ltd
 - III. The Ahmedabad Mercantile Co-operative Bank Ltd
 - IV. The Mehsana Urban Co-operative Bank Ltd
 - V. Nutan Nagrik Sahakari Bank Ltd
 - VI. Dena Gujarat Gramin Bank

ANNEXURE - 10

CUSTOMS NOTIFICATION

Custom Notifications will be applicable as per latest and relevant guidelines for goods imported in connection with the contract signed with the Government of India as applicable under the relevant Production Sharing Contract (PSC) / New Exploration Licensing Policy (NELP).

ANNEXURE - 11

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. Performance bank guarantee – value and validity
- b. PAN & TAN number
- c. Bank Account number with documentary proof

Operational

- a. Detailed sequence of operations with ball park time estimates
- b. Availability of services & materials with time lines
- c. Lead time of critical spares
- d. Interface management of various services
- e. Logistics control
- f. Discussion and finalisation on incentives – Bonus/Malus
- g. Organogram with HSE set up

General

- a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Number On Location	Total Number

ANNEXURE-12(B)
PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL

Sr. No.	Name & address of the person with position	Age, Date Of Birth	Educational qualification & Year of Passing	Previous experience (Name & Address of previous Client)	Period		Type of Work /Job Responsibility	Remarks
					From	To		

Note:

1. Bidder is free to identify more personnel for each category as an alternative.
2. Bidders need to attach the bio-data along with the bid. Certificates to be enclosed along with this Performa.

END OF TENDER DOCUMENT