

Tender Document
For
Hiring of Operation & Maintenance
(O & M) Services for Work Over Rig
on Callout Basis
For
SunPetro's Bhaskar Field in Gujarat

Tender No.: SunPetro/Gujarat/O&M/2025-26/SPPL-213



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**

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SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

8th, 9th & 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-213

Date: 30.06.2025

INVITATION TO BID

Sub: Hiring of Operation & Maintenance (O & M) Services on Call out basis for Work Over Rig for SunPetro's Bhaskar Oil and Gas Field in Gujarat

Ref: Tender No.: SunPetro/Gujarat/O&M/2025-26/SPPL-213

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 O&M (Operation & Maintenance) Services on Call out basis for Work Over Rig for Bhaskar Field, 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 envelopes 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-213
2]	Title of Tender	Hiring of Operation & Maintenance (O & M) Services on callout basis for Workover Rig for SunPetro's Bhaskar Field in Gujarat
3]	BRIEF Scope of Work	Detailed as per Section -4 &5
4]	Bid Security / Bid Bond	INR 20 Lakh
5]	Bid Validity	One Hundred and twenty (120) days
6]	Bid Bond Validity	One Hundred and twenty (120) days
7]	Last Date of Receipt of Queries From Bidders	Fifteen (15) 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	21.07.2025
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: To: siddarth.subramanian@sunpetro.com cc: dheeraj.paroch@sunpetro.com
12]	Date Of Mobilization	As per callout issued by Company

13]	Validity of Contract period	3 years + 2 years extension option at SunPetro's discretion on same rates, terms & conditions in single or multiple trenches.
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 must qualify tender terms & conditions INCLUDING BEC described in THE TENDER.

1.2 Pricing Strategy

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

1.3 Evaluation Strategy

Evaluation of Bids for award shall 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 process; or/and to negotiate Contract terms with any individual bidder, as deemed in the best interest of Company. Company shall be under no obligation to provide reasons for acceptance or rejection any Bid.

1.4 Purchase Strategy

The Company may place Single Order or Multiple Orders at its sole 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

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 Bidders must review the General Conditions of the Contract (GCC) and Detailed Scope of Work /Supply and specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Schedule of Rates /Bill of quantity and other information in the Tender document.
- 2.1.2 Bidders shall be deemed to have understood, and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated **only** in the format provided in *Annexure#4*. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked, "Not Applicable".
- 2.1.3 Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.
- 2.1.4 Bids submitted by fax / email will summarily be rejected. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.
- 2.1.5 All prices and terms and conditions should be valid for entire period of Contract Period
Sun Petro 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 Sun Petro 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: siddarth.subramanian@sunpetro.com with copy to 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 revealing prices in Technical & commercial Un-Priced Bid (Envelope-I) 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 & Commercial
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 Soft Copy Submission of Bids (Mandatory Requirement)

In addition to the physical submission of bids as detailed above, bidders are mandatorily required to submit soft copies of both Technical & Un-Priced Commercial Bid and Priced Commercial Bids two separate email submissions, following the guidelines below:

- I. **Technical & Un-Priced Commercial Bid (Soft Copy):**
This must be submitted in PDF format, clearly titled as and sent to the following official email ID: siddarth.subramanian@sunpetro.com with a copy to dheeraj.paroch@sunpetro.com
- II. **Priced Commercial Bid (Soft Copy):**
This must be submitted in PDF format, clearly titled as and sent to the following official email ID: siddarth.subramanian@sunpetro.com with a copy to dheeraj.paroch@sunpetro.com
 - a) DO NOT combine technical and priced bids in the same email.
 - b) Emails must be sent on or before the bid due date and time.
 - c) Any deviation from the above instructions may result in bid rejection or disqualification.

- 2.6.10 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.

- 2.6.11 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

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 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 on call out basis for Work Over Rig 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/or personnel 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)

(CONTRACTOR)

Signature _____

Name:

Title:

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)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, 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 Mobilization Charges, Demobilization 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
- a. Reference to "Section", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
 - b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.

- c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.30 “Letter of Intent / Letter of Award / Notification of Award /Work Order” or “LOI / LOA / NOA/ WO” shall mean the letter of Intent or Letter of Award or Work Order issued to the 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 / call out 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 3 (three) years from the date of Commencement with a provision to extend for 2 (two) more year(s) on same rates, terms and conditions, in single or multiple trenches..
- 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 first 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 the right to inspect and get satisfied on the company equipment, company will provide full access to the contractor.
- 3.4.2 **Inspection of Contractor Equipment/PERSONNEL**

Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for the 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.

Company shall have the right at any time to check and reject for valid cause any personnel deployed by the Contractor for the performance of the Services and Contractor shall replace, at no additional cost to Company, such personnel so rejected with qualified personnel 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/supply.

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/PERSONNEL**

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 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 has 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 must 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 or Personnel 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-completion 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 / complete 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-completion 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 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 & sufficient stock 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 GIPIP 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 & disposed as per the Pollution Control Board norm as applicable.
- 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.
- 3.8.2.8 Working area is to be 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 / Call out 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 / personnel 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 \ personnel, till time such equipment \ personnel 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 subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders 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 Subcontractors, the same shall be notified to the Company within a period of one (1) month.

3.16.3 However, no such approval for sub-contracting shall relieve the 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 shall sub-Contractors pass on any claim/ liability to Company.

3.17 **INVOICING AND PAYMENT**

3.17.1 Invoices shall be monthly and 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 the 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. Three (3) Years and Two (2) Years 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 the 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 the 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 to in this Clause will be made during the 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 the 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 GST). Except as stated, Contractor shall bear all income, corporate, property, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on 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. GST if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof.

Company shall withhold from the payments to 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 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 insurance. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be affected, 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 the contractor's obligation to provide the required coverage.
- 3.19.5 The insurance shall cover 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.

2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the 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.
3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
4. 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 is set out in the responsibility matrix and other clauses mentioned in this document 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 waiting for transportation or otherwise in Contractor's custody.
- 3.20.5 Contractor shall advise Company immediately in writing of any labor dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.20.6 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 Contractors 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, misconduct's 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 storms, 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 GIIP 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 the 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. Company shall provide boarding and lodging to the Contractor's personnel while at the work.
- 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 the 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 the 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 Wilful 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 Wilful 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 Wilful 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 Wilful 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 Willful 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 transportation to and fro from site for its employees.

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)

4.0 Sun Petrochemicals Pvt Ltd. (here in after referred to as “**SUNPETRO/Company**”) is an Operator for Hazira, Bhaskar, Baola and Modhera under Production Sharing Contract (PSC) with Government of India. Company solicits your Bid for O & M services of 550 HP workover rig for Work Over operations in Bhaskar and/or any other fields in Gujarat.

4.0.1 BRIEF SCOPE OF WORK

The Bidder shall provide comprehensive Operation and Maintenance Services for the Work-Over Rig, including but not limited to the deployment of qualified technical manpower, provision of all necessary technical support, execution of preventive and corrective maintenance, supply of fuel, consumables, and required materials, adherence to HSE (Health, Safety & Environment) standards, maintenance of documentation and reports, and arrangement of logistics support. All services must comply with the specified technical and safety standards to ensure smooth and efficient rig operations for carrying out work-over activities at SUNPETRO-designated locations and up to the depths as defined by SUNPETRO from time to time.

The bidder has to provide the following:

1. The Bidder shall position the rig and all associated equipment in accordance with the site layout, ensuring proper placement and specified clearances with respect to the cellar pit. For this purpose, the Company shall provide the Bidder with the wellsite layout for reference and compliance prior to mobilization..
2. Compatible with handling 550 HP work over rig unit as per specifications to carry out all operations.
3. Adequate qualified & experienced crew with valid certification as mentioned in SOW. Sun Petro reserves the right to change the rig operating hours from 24/7 hours to 12/7 hours or vice versa by giving 15 days' notice advance notice.
4. Maintenance of all rig and rig related, safety related equipments
5. All fuel, Lubricant and consumables for work over unit, equipment and vehicles.
6. Approved HSE Management System, Emergency Response Plan as per E & P business and Bridging Document with SUNPETRO.
7. Maintain adequate stock level of stores and spares for repairing the equipments.
8. First Aid at site and other medical services for rig personnel.
9. Handling and storage of all SUNPETRO items/equipments at site.
10. Training of all rig crew at regular intervals so as to maintain the smoothness in the operation.
11. Assistance in all services performed by other service companies/services used in operation in so far as can be done with contractor's personnel.
12. Provide rig personnel to mix & prepare brine / Mud / Chemicals.
13. Transportation of all contractors' equipment from contractor's yard/store to well site as and when required according to well program.
14. Transport of SUNPETRO materials from present location to next location as and when required according to well program. The ILM charges of the rig shall include the movement charges for all accessories belonging to operator/contractor related to the rig operation transported along with the rig. No separate charges will be applicable for transporting the operator's equipment from one location to other location.
15. Maintain real-time communication with Client Site Representative/ Operation supervisor.
16. Execute all workovers, well servicing, and intervention programs provided by Client.
17. The contractor shall be always bound to comply with all applicable rules and regulations prescribed by DGMS (Directorate General of Mines Safety) and OISD (Oil Industry Safety Directorate).

4.1. Type of Work-over Jobs:

- 4.1.1.** Work over /servicing of wells is to be performed by the contractor as per the job programme in operating blocks and non-operating blocks in India of SUNPETRO in general, but not limited to, following types of jobs are to be carried out during work over operations:
- Activation and Production testing of various objects in multiple layer wells by zone isolation.
 - Water and Gas Shut off jobs. E.g. by squeezing cement slurry / gel / other techniques and clearing/drilling the cement thereafter.
 - Stimulation jobs. e.g., Acidization, Hydro-fracturing or any other methods decided by SUNPETRO for improving production.
 - Service Job:
 - a) Bottom clearing /Well bore (Sand, Cement etc.) Cleaning.
 - b) Installation and Servicing of Artificial lift. Re completion of well with/ without any other artificial method, such as Gas lift Valves and Packer, electrical bottom hole heaters, Sucker Rod Pump, PCP, Electrical Submersible pump.
 - c) Casing leakage repair, Casing Repair, replacement of casing, cement repair job, blocks cementation, Casing Cutting and Retrieval
 - d) Cement drilling and reaming/milling operation.
 - Sand control using gravel packing /prepack screens or chemical treatment including replacement of existing arrangement.
 - Extension of perforation / Re perforation with / without plugging back and subsequent operation to bring the well into production.
 - Isolation of zones by setting cement plug/ bridge plug or packer and recompletion in new horizon.
 - Fishing and milling operations.
 - Revival of Abandoned Wells.
 - Conversion of oil/ Gas well into an injector, effluent disposal well and vice versa.
 - Activation and production testing of various objects in multiple layer wells by zone isolation.
 - Any other miscellaneous testing / Completion /work over operation etc. as may be decided by SUNPETRO from Time to Time.
- 4.1.2.** Work over operations shall be in vertical or deviated wells, completed in 5 ½", 5 ¾", 7" and 9 5/8" casings or open hole 6", 8-1/2" & 12-1/4" at the discretion of SUNPETRO. The work pertaining to work over, and completion will be as per the work over /Completion plan provided by SUNPETRO to the contractor.

4.2. Equipment and Services to be provided by Contractor:

The Bidder shall provide complete handling of the Work-Over Rig Operation & Maintenance (O&M) package, including regular maintenance of equipment, deployment of qualified personnel, and supply of all necessary consumables, equipment, materials, and services required to perform work-over operations and related services as specified herein. The Work-Over Rig and all associated equipment shall conform to the technical requirements as per the Rig Specifications provided. -

- 4.2.1** Contractor shall maintain the work over units in good operating condition throughout duration of contract.
- 4.2.2** Provide technically qualified, experienced, competent, and efficient personnel acceptable to SUNPETRO at the time of commencement of contract and during currency of contract.
- 4.2.3** Responsible for boarding and lodging of personnel. Contractor has to make his own arrangement at his own cost for establishing any base camp.
- 4.2.4** Assist in all operations performed by service companies (Logging, Cementing, Fishing, Brine/Mud /Chemicals preparation, Wire line and Stimulation etc) used during operation.
- 4.2.5** The contractor has to provide an emergency vehicle with driver, First Aid kit, Stretcher and fuel at its own cost. The age of vehicle as on date should not be more than 3 years. The emergency vehicle should always be in good and well-maintained conditions with proper

servicing from time to time and must have fuel and lubricating oil, so that it is usable at the time of emergency.

- 4.2.6** Maintain at its own cost adequate stock of contractor's item (with Spare parts) and replenish necessary items for repairing workover rig equipment as per contractor's maintenance schedule and upon breakdown if any.
- 4.2.7** Provide all fuel and lubricants to be used on the rig site, Contractors Camp and his vehicles & to other services companies operating at well site at the time of operation esp. Cementing & Mud Services.
- 4.2.8** Furnish the latest Non-Destructive Testing (NDT/MPI) certificate of tubular and rig equipment's of the contractor as per (prevailing standards) and other tender conditions before the commencement of rig operations.
- 4.2.9** Provide adequate security arrangements for the rig & equipment at well site and all relevant establishments in connection with the rig operations.
- 4.2.10** In addition to the scope of work mentioned in tender document bidder may have to provide additional services of tools and personnel in exigency to maintain continuity in operation.
- 4.2.11** The contractor will provide air-conditioned Bunk Houses including potable water supply for SUNPETRO representatives at the rig site as per SOW. The Bunk house should be properly maintained with adequate office and living standards to the satisfaction of SUNPETRO Coordinator.
 - i. One no A/C bunk house Office cum living bunk house with One beds (attached Toilet) for Company Man/SUNPETRO Co-ordinator. Bunk house includes: 2 Cupboards, 2 office tables, 4 office chairs, small fridge, tea/coffee maker, microwave, fan, Lighting, geyser, room heater and all necessary plumbing and accessories.
 - ii. One no – Two (2) persons Living bunk house with two attached toilets (one on each side). Bunk house includes two compartments: 4 cupboards, 2 Window A/C (01 on each side), 2 small tables (1 on each side), 4 chairs (2 on each side), 2 fans (1 on each side), Lighting, geyser in toilet, 2 nos room heater (1 on each side) and all necessary plumbing and accessories for SUNPETRO personnel.
- 4.2.12** Be responsible for the operations of the rig which include without limitation to job supervision, moving between wells and positioning the rigs and camp locations as required by SUNPETRO as well as such operations at the well site as may be necessary or desirable for the safety of the rig operation under this contract in line with International Practices in Oil Fields.
- 4.2.13** Loading and unloading and transportation of all items and equipment of contractor will be done by Contractor at their cost and payment of ILM charges shall be made only after clearing all his equipments, tools and material from previous site and handover the site in the neat and clean state before moving out of the current SUNPETRO well site. The company reserves the right to deduct the money from any of the Contractor's invoices which is spent by the Company on cleaning the oil spills and stains on the ground and in cellar pit arising during the rig operations, in case the contractor fails to carry out the said cleaning responsibility.
- 4.2.14** The contractor shall always maintain the cellar pit clean and empty and well site premises neat and clean free of any oil / mud spills and always maintain the Contractor's / Company's tools and equipment's in good and usable condition. It is the Contractor's sole responsibility to hand over the Cellar Pit and well site premises in the good and clean state as it was before the commencement of rig operations. Contractor to also refer point no. 4.2.14 above.
- 4.2.15** Contractor should keep sufficient spare quantity of PPE kits and liveries for distinguished visitors during their visit to the rig.

4.3. Responsibilities of Contractor:

- 4.3.1.** The contractor shall try to complete the work as per plan within the given time schedule.
- 4.3.2.** Maintain all work over, service and safety equipment's in good condition at all times and using all reasonable means to control and prevent fires and blowouts.
- 4.3.3.** Comply with all Indian rules & regulations and acts pertaining to oilfield operation e.g. Oil Mines Act and all national Enactments. Facilitate SUNPETRO and other statutory bodies in inspecting the documents, site, equipment's etc.
- 4.3.4.** Carry out the operations with diligence in a safe workman like manner and in compliance with Standard International oil field practice along with all Indian Safety Regulations in force.
- 4.3.5.** In the event of any difficulty arising which precludes the performance of any other operation planned for a well, the contractor may suspend the work in progress and shall immediately notify to the representative of SUNPETRO, in the meantime exerting reasonable effort to overcome the difficulty.
- 4.3.6.** Take all reasonable care to follow the well programme and technical requirements as specified by SUNPETRO.
- 4.3.7.** Maintain and submit to SUNPETRO an accurate record of the work performed on Daily Progress Report as acceptable to SUNPETRO. Contractor will also provide Maintenance log book for maintaining record of the repair jobs on the rig during operation. Proper documentation of slip & cut program performed and recorded, In case of delay in Slip and cut, proper justification shall have to be furnished.
- 4.3.8.** Fire Fighting Equipment to be maintained as per Indian Oil Mines Safety Regulation and OISD-189.
- 4.3.9.** All contractors' vehicle should be fitted with spark arrestors of approved make during operations at well site.
- 4.3.10.** All necessary road registration certificate (RTO) for all the mobile/ self-propelled equipment.

4.4 Personnel to Be Provided by The Contractor

Classification	Number of Person On Location on 12 Hours Operation	Total Numbers for 24 Hours Operation
Tool Pusher (Day)	1	1
Tour Pusher (Night)	0	1
Chief Mechanic	1	1
Mechanic	1	2
Chief Electrician	1	1
Electrician	1	2
Driller	1	2
Assistant Driller	1	2
Derrick man	2	4
Floor man	4	8
Roustabout	4	8
Welder	1	1
Safety officer	1	1
Medic	1	1
Hydra Operator	1	1
Crane Operator	1	1
Fishing Expert (Optional)	1	1

4.4.1 Experience and Qualifications of personnel

i. Tool Pusher (Day) / Tour Pusher (Night):

- Should be in the working age below 60 years with sound health and 10 yrs of work experience for Tool Pusher and 05 years for Tour Pusher in Work over/Drilling oil/gas wells.
- Should be well conversant with working in the type of Rig offered and should be able to work on computer and prepare daily rig maintenance reports.
- Must possess valid well control certificate (IWCF) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- Should have Diploma in Engineering or B.Sc. or equivalent qualification.
- Tool Pusher should have minimum 10 years' experience and Tour Pusher should have minimum 05 years work experience in Work over/Drilling operation out of which at least three (3) years as Tool Pusher / Tour Pusher in similar type of rig for work over/drilling wells.
- Should be well experienced in using contractor's Fishing tools mentioned in SOW.

ii. DRILLER:

- Should be in the working age below 50 years with sound health and 05 years of work experience as Driller in Work over/Drilling oil/gas wells.
- Should be well conversant with working in the type of the Rig offered.
- Must possess valid well control certificate (IWCF) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- Should have SSC/HS/PU/Class-XII Standard or equivalent qualification.
- Should have minimum Five (5) years experience in Work over/Drilling operation out of which at least three (3) years as Shift in-charge/ Driller.
- Should be well experienced in using contractor's Fishing tools mentioned in SOW.

iii. ASSISTANT DRILLER:

- Should be in the working age below 40 years with sound health and 05 years of work

- experience as Asst.Driller in Work over/Drilling oil/gas wells.
- b) Should be well conversant with working in the type of the Rig offered.
- c) Must possess valid IWCF/ IADC well cap certificate and should be conversant with well control methods to take independent decisions in case of well emergencies.
- d) Should have minimum of 4 years' experience in respective position in Work over/ Drilling oil/ gas wells
- e) Should have SSC/HS/PU/Class-XII Standard or equivalent qualification.

iv. DERRICK MAN/TOPMAN:

Should be young with good physique and health and have minimum three (3) years work experience as Derrick man/ Top man in a Work over/Drilling rig.

v. FLOOR-MAN:

Should be young with good physique and health and have minimum two (2) years work experience and sufficient knowledge/ experience in working on derrick floor in a drilling/work over rig in respective position.

vi. ROUSTABOUT:

Should be young with robust health and physique have minimum one (1) year work experience and sufficient knowledge/ experience in working on a drilling/work over rig in respective position.

vii. CHIEF MECHANIC:

- a) Should have a degree in Mechanical Engineering with minimum three (3) years in the offered position in the same type of the Rig offered.
- b) Should be able to work on computer and prepare daily rig maintenance reports, inventory management and have sufficient knowledge of operation and maintenance/servicing of the type of the Rig offered and its components viz. engines, slush/mud pumps, supercharger pumps, other centrifugal pumps, solids control equipment and all other mechanical items/engines operating in the Rig offered.
- c) Should have Degree/ Diploma in mechanical or B.Sc or equivalent qualification with minimum five (5) years' experience or SSC/HS/PU/I.Sc or equivalent qualification with 7 years' experience out of which at least one(1) year as Chief Mechanic in Work over Rig offered.

viii. MECHANIC:

- a) Should have a minimum of three (3) years work experience in respective position in the type of the Rig offered.
- b) Should have sufficient knowledge of operation and maintenance/servicing of the type of the Rig offered and its components viz. engines, slush/mud pumps, supercharger pumps, other centrifugal pumps, solids control equipment and all other mechanical items/engines operating in the Rig offered.
- c) Should have diploma in mechanical Engineering/or B.Sc or equivalent qualification with minimum three (3) years' experience or SSC/HS/PU/I.Sc or equivalent qualification with 5 years' experience out of which at least one(1) year as Mechanic in Work over Rig offered.

ix. CHIEF ELECTRICIAN:

Should have a Degree in Electrical Engineering with minimum three (3) years experience or Diploma in Electrical Engineering with minimum five (5) years experience in the same type of the Rig offered.

- a) He should be confident in carrying out independently the fault-finding analysis, rectification

of fault, operation, and maintenance of all the electrical items of the offered Rig including the air conditioners.

- b) He must possess valid Electrical Supervisor's Certificate of Competency issued by State Licensing Board and should be conversant with Oil Mines Regulations and Electricity rules.
- c) The Electrical Engineer must be conversant with the existing power and control system of Work over rig offered.

x. ELECTRICIAN:

- a) Must be diploma holder in electrical engineering with minimum three (3) yrs experience.
- b) Should be conversant with the operation and maintenance of the type of the Rig offered independently in shifts.
- c) He should be able to read circuits, communicate, detect, and rectify faults.
- d) He must possess valid Electrical Workman Permit (Part I & II) Certificate issued by State Licensing Board.

xi. HSE Officer:

Should be Graduate in Science with a minimum of five (5) years experience in relevant field of operation.

xii. Job Description of HSE Officer:

Duties & responsibilities include safety during work over operation, rig up, rig down & rig move, raising & lowering mast & rig floor, operations like making & lowering of BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspection of rig and equipment's, preparation of SOP in local language, ERP (Emergency Response Plan) & Risk Register, preparation of Job Safety Analysis, hot & cold work permit, investigation & analysis of accidents & near miss incidents. To take all necessary actions to comply with all DGMS, OISD, IER & MoEF conditions and submit return at specified intervals.

- a. Should be responsible for designating 'Safe Briefing Area' and informing all personnel/crew of the same.
- b. Responsible for issuing safety equipment to all personnel arriving at Rig and ascertain that all personnel use and maintain this equipment properly.
- c. Responsible for designating Entrance and Exit of the location.
- d. Responsible for keeping/ maintaining/ updating statutory records as per OMR, OISD & DGMS regulations and should be made ready prior to any audit.
- e. Responsible for implementation of HSE Management System as per Bridging Document between SUNPETRO and service agency.

Experience of HSE Officer -

Experience in E&P Company of a minimum of three (3) years as HSE officer. Experience includes formation and implementation of HSE policies, work site inspection & hazard identification, training of employees, job risk assessments, permit to work systems, pre job safety meeting, accident & near miss incident investigation & analysis, report making & record keeping, selection of PPE suitable for work activity & work environment, well site inspections & audits, emergency response planning, taking precaution for pollution control and environmental management. Should have sufficient knowledge on ISO, ISRS etc.

xiii. WELDER:

- a) Should have minimum three (3) years working experience on a work over/Drilling rig and must be conversant with welding of Rig equipment's and tubulars, redressing of milling tools and other accessories.
- b) He must possess the certificate of welding trade from any recognized institute of State

Govt. (One year course).

xiv. HEAVY DUTY CRANE OPERATOR:

- a) Should be provided along with the crane.
- b) The operator should have a minimum of three (3) years work experience in operating a heavy crane attached to work over/Drilling rig and possess license for driving heavy motor vehicle.

xv. Fishing Supervisor (Optional):

- a) Should have minimum 15 years of inline experience in performing fishing operation with the technical expertise in handling different fishing tools supplied under this contract.
- b) He should have sound knowledge in fishing and have wide experience of doing such kind of jobs successfully. He should be able to take right decision at right time to avoid any further complication which may arise due to surface equipments / down-hole limitations.
- c) He should have good communication skill, so that he may convey his action plan and written instructions with clarity to Rig personnel and Company representatives.
- d) He should be able to prepare Fishing report, BHA plan, Incident report and all other reports as per company requirements.

4.4.2 Important Notes:

- 1. Contractor must issue photo identity card with certification number for all his personnel working at work over rig.
- 2. Contractor shall be solely responsible through the period of this contract for providing all requirements to his personnel including but not limited to accommodation, transportation, boarding, medical attention, vacation and time of allowances, travel , safety kits and liveries and any other benefit due to such employees by law or otherwise . SUNPETRO shall have no responsibility or liability in this regard.
- 3. The Contractor shall maintain the Company's well site/premises neat and clean and in good condition, carry out chemicals mixing, Company's and Contractor's material loading and unloading, cleaning & maintenance of Contractor's / Company's tools and equipment's with the help of Roustabouts and unskilled labors included in the Personnel List as per Appendix-1 on daily basis. However, company may help the Contractor with additional labor for the cleaning and maintenance of Company's tools and equipment's if available. Refer Point no. 1.2.14 and 1.2.15 mentioned above.

4.5 DETAILS OF COMPANY WORKOVER RIG

50HP Truck-mounted Rig Technical Specification

Item	Description	Specification
1	Rig main specification	
	Rig Type	Truck Mounted Mechanical Workover Rig
	Max. Static Hook Load	1350kN @ 8 lines
	Wireline System	4x5
	Workover Wireline Diameter	1" (26mm)
	Draw works Rated Input Power	550HP
	Draw works Gearshift	5+1R
	Rotary Table Opening Size	17 1/2" (445mm)
	Mast Type	Telescoping, hydraulically raising and lower
	Mast Clearing Height	36 m to ground level
	Setback capacity	105 stands
	Substructure Type	Swing up
	Substructure Height	6m
	Air tank capacity	2m ³ +0.3m ³
	Main Engine Rated Power x Qty	540HP(403kW)x1
	Rotary table driving mode	Chain drive
	Workover fluid manifold	ID 4"/ 5000Psi
	MCC System	400V/220V/50Hz
	Pump Rated Power and Qty.	1
	Mud type	Water base mud
	Mud tank total capacity	77m ³ +Trip tank 8m ³
	Ambient temperature	-18°C to +55°C
	Humidity	Less than 90% (+20°C)
	Altitude	<1000m
	Explosion-proof certification	Certificated first CNEX, and then IEC ex or ATEX or as per DGMS requirement.
	Ice Loads	N/A
	Earthquake load	N/A
	Material grade for Workover fluid manifold	EE
2	Chassis assembly	
2.1	Chassis	
	Axle number	6
	Max. Roading Speed (limited speed)	40km/h
	Min. Ground Clearance	300mm
	Departure Angle	18°
	Min turning radius	<19m
2.2	Engine on rig carrier	Engine:C18,630HP
2.3	Transmission box	Transmission 6620 OFS

2.4	power matching and package	Spark arrest type muffler
4	Drawworks	Single drum,main brake is hydraulic disc brake,auxiliary brake is pneumatic disc brake.
	Components conforming to api spec 7k-2015 6th edition,with no api monogram	
	Static hook load capacity:	135,000 daN (297,000 lb) @ 8 lines
	The prime mover used to drive the Drawworks shall have emergency stop devices (button) within easy reach of the driller and driver	
	Drum : $\Phi 429\text{mm} \times 793\text{mm}$	Lebus type groove, Integral type
5	Substructure	
	Conforming to API Spec 4F 5th Edition , marked with API monogram.	
	Structural Safety Level SSL	E2 and U2
	Product Specification Level PSL	PSL1
	Technique Specifications	
	Height of drill floor	6m
	Area of drill floor	7.2m*7.1m
	Clearance under Rotary Beams	4.865m
	Max. Rotary table beam Static load	1350kN
	Max. Setback Box Static Load	550kN
	Setback Capacity	105 stands of 4 1/2"DP
	Features:	
8	Rotary System	
8.1	Rotary Table	
	Static load	No less than 1350KN
	Open size	445mm(17 1/2")
10	Swivel	
	Conforming to API Spec 8C 5th edition , and marked with API monogram.	
	Max. Static Load	1350kN
	Max. working pressure	34.5MPa (5000psi)
	Stem inner diameter	54mm
	Connection to kelly	API/4 1/2" Reg.LH
	Washpipe and packing device are box type, easy to change, need not remove support and gooseneck.	
11	Travelling Block & Hook	
	Conforming to API Spec 8C 5th edition and marked with API monogram.	
	Max Static Load	1350kN @ 8 lines
	Sheave ODxQty	Sheave ODxQty : 760mm (30") x4

	Suitable for Wireline Size	26mm (1")
	The hook, integrated with traveling block, is of three-hooklet type, one main hook for hanging swivel, two sub hook for link.	
25	Mud pump package	
	Components conforming to API Spec 7K 6th Edition without API monogram	
	500 HP	500HP(370KW)
	Rated pump stroke	165SPM
	Maximum cylinder diameter	6 3/4"
	Maximum flow	575GMP
	Maximum pressure	3820psi (Corresponding matching cylinder liner size 4")
	Diesel engine model	C15 540hp
	Motor rated power	540HP(403KW)

4.6 PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL

Sl.	Name of the person with position	Age, Date Of Birth	Educational qualification & Year of Passing	Previous experience (Name & Address of Client)	Period		Type of Work /Job Responsibility	Remarks of Head - HR
					From	To		

Note:

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

(Signature)

Date:

Name: _____ (Contractor's Head – HR)

Designation: _____

4.7 PROFORMA FOR UNDERTAKING FROM CONTRACTOR'S PERSONNEL

I, ----- Son / daughter of ----- resident of -----employed as
----- with M/s ----- have been deployed w.e.f. ----- at SUNPETRO
(Name of location) by my employer M/s. -----.

I hereby voluntarily undertake that I will not claim employment or any service benefit available to
employees of SUNPETRO by virtue of such deployment.

I am employee of ----- for all practical purpose and there is no privacy of Contract
between me and SUNPETRO.

SIGNATURE

Place:

Date:

Witness

1. Name:

Designation:

Date:

2. Name:

Designation:

Date:

SECTION – 5

RESPONSIBILITY MATRIX

The equipment, machinery, tools, material supplies, instruments, service, and labour listed as per the following numbered items shall be provided at the location by the party and at the expense of the party thereto designated by a "X" mark in the appropriate column. ("C" denotes Contractor and "O" denotes SUNPETRO Operator)

Sr. No	Item Description	At the Expense of		Supplied By		Remarks
		C	O	C	O	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I	EQUIPMENT					
1.	Work over Rig complete package as per Appendix-II		X		X	
2.	Diesel for workover operation	X		X		
3.	Welding Machine Powered by Diesel Engine /electric transformer along with specialized welder	X		X		
4.	All Testing equipments	X		X		
5.	Office cum accommodation bunk house for Company personnel use provided at work over site as per SOW	X		X		
6.	Logging unit and tools		X		X	As and when required
7.	Cementing unit	X		X		As and when required
8.	Safety equipments i. According to technical specifications or ii. due to statutory requirement iii. PPE for rig crew	X X X		X X X		
9.	Equipment not mentioned in contract but required by contractor in normal day-to-day operations	X		X		
10.	Activation / Stimulation equipment		X		X	
11.	All equipments required for spacer/brine /mud preparation	X		X		
12.	All equipments for civil works (Site preparation and ingress and egress to the location)		X		X	

S. N	Item Description	At Expense Of		Supplied By		Remarks
		C	O	C	O	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
II	CONSUMABLES					
1.	Fuel and lubricants etc. for work over unit, vehicles & camp	X		X		
2.	Drill pipe dope, mechanical grease, cleaning solvent, oil etc. for main Engines.	X		X		
3.	Thread lubricant for D/P & tubing	X		X		
4.	Rubber drill pipe thread protectors	X		X		
5.	Drill pipe wipers & flappers.	X		X		
6.	Drill bits		X		X	
7.	Cement	X		X		As and when required
8.	Mud / Brine or its chemicals	X		X		As and when required

9.	Welding consumables.	X		X		
10.	Casing & tubing accessories	X		X		
11.	Tubing / Sucker Rod handling equipment	X		X		
12.	BOP seals or other worn-out accessories	X		X		
13.	Consumables not designated but required by contractor for workover operations or needed for the Maintenance of workover rig and its associated equipment.	X		X		
14.	Water supply at drill site (potable)	X		X		
15.	Water supply at drill site (technical)	X		X		
16.	Oil well cement and other associated with it.	X		X		As and when required
17.	Consumable for all types of logging Jobs in Work over / Production Testing of wells.		X		X	
18.	Consumables for all types of activation jobs Including nitrogen in Work over.		X		X	
19.	Consumables for civil works		X		X	

S. N	Item Description	At Expense Of		Supplied By		Remark
III	SERVICE & PERSONNEL	C	O	C	O	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Handling and storage of all i. Contractors equipment & material at work over site. ii. SUNPETRO's equipment & material at work over site	X X		X X		
2.	Transportation of personnel from Contractor's camp a. of SUNPETRO b. of contractor's & sub –contractor's c. of Work over rig from one location to another	X X X		X X X		
3.	Contractor's Operations & Camp office	X		X		
4.	Site preparations, levelling base, mud pits, access roads according to the general layout required.		X		X	
5.	Cementing and testing services	X		X		
6.	Equipment and instruments for mud, work over fluid, quality surveillance and measurements at site	X		X		
7.	a. Geologist, whenever reqd as per SUNPETRO b. Chemist		X X		X X	
8.	a. Well head and X-mas tree equipment b. Installation & removal of (a)	X	X	X	X	
9.	Welding along with welder.	X		X		
10.	Inspection required by SUNPETRO or any statutory agency.	X		X		
11.	All personnel and supervision necessary to operate the rig (unit) seven day/week including personnel necessary to handle all normal supplies on work over location.	X		X		

12.	Food and housing a. of contractor's personnel b. of ten SUNPETRO persons or its third party personnel per rig at contractor's camp.	X X		X X		
13.	Maintenance of all equipment at the work over location as mentioned in Technical specifications of tender document.	X		X		
14.	Services not heretofore designated but required by the contractor / SUNPETRO in normal day-to-day operation or needed to maintain and operate contractor's equipments	X		X		
15.	Acquisition camp site facilities at camp site including supply of potable water.	X		X		
16.	Security at camp and sites	X		X		
17.	Testing of equipment & third party inspection (by ABS/BV / DNV / LLOYDS /MODU SPEC / OILFIELD SERVICES / SGS INDIA PVT LTD on SUNPETRO Request	X		X		
18.	Training of rig personnel i. Mines vocational ii. First Aid iii. Fire – fighting iv. Well control & BOP drill etc. v. General safety	X		X		

SECTION-6

BID EVALUATION CRITERIA

6.1 TECHNICAL EVALUATION CRITERIA

Bid should be complete in all respects 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.

Technical Bid Evaluation Criteria		
BEC Cl. No	Clause	Bidder to indicate "confirmed"/Not Confirmed" against each Clause/Sub Clause
1	<u>Criteria.</u>	
1(a)	Bid should be complete covering all the scope of Work laid down in tender document and should confirm to the technical specification indicated in the bid document duly supported with technical catalogues/literature whenever required. Incomplete and non-confirming bids will be rejected outright. Undertakings by the Contractor should accompany the bid document wherever required. The Contractor should bid on sole performance basis and no agreement / MoU with any other party for joint operation shall be considered.	
2.	<u>Experience of Bidder</u>	
2(a)	<p>The bidder should be a work over/Drilling rig contractor having minimum FIVE (5) years experience in providing services for charter hiring & operating of rigs out of which at least three years should be on the type of rig offered or higher capacity against this tender.</p> <p>Note: Document required to substantiate the required experience are:</p> <p>Bidder should submit copies of respective contracts {showing (a) Name of contractors with complete address (b) Duration (start & end) of contract. (c) Type of rig offered in the contract.} along with documentary evidences in respect of satisfactory execution of each of those contracts, in the form of copies of any of the document (indicating respective contract no and type of services), such as - (i) satisfactory completion /performance report (OR) (ii) proof of release of Performance Security after completion of contract (OR) (iii) proof of statement/ release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.</p> <p><u>5 years work experience with Drilling & workover contractor, preferably Integrated services provider.</u></p>	

	<u>5 years Integrated Workover experience with 100 Ton workover Rig with providing, cementing, logging & Completion and civil preparations</u>	
3	Crew Experience: (a) The bidder shall confirm to deploy minimum nos. and the category of Rig crew personal as indicated in the Bid Document. Bidder may deploy additional personal if required for maintenance/ operation/training/inspection at their cost. (b) Tool pusher/Tour pusher, Chief Mechanic, Chief Electrician, Driller must have sufficient experience mentioned in SOW in their respective position and should be fluent in English. (c) Confirming of regard to Para (b) above shall be submitted in the un-priced bid. However, list of all above personnel with bio-data, proof of qualification and experience etc. shall be submitted for approval for SUNPETRO before commencement of work. (d) Bidder to submit APPENDIX-III: PERFORMA For EXPERIENCE OF CONTRACTOR'S PERSONNEL Duly signed and certified by bidder's Head-HR.	
4	Mobilization Time:	
	Bidder to confirm acceptance of Mobilization time of 30 days or less from date of issue of LOA/ mobilization notice for each call-out.	

6.2 COMMERCIAL EVALUATION CRITERIA

- 6.2.1 Proof of the issue / receipt of Tender Document must be sent along with "Technical & Un – Priced Commercial Bid" in ENVELOPE - I.
- 6.2.2 Submission of Bid
Bids be submitted as per instruction provided in Notice Inviting of Tenders in Section – 2.
- 6.2.3 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
- 6.2.4 Offer of following type shall liable for rejection:
- Fax / e-mail / Xerox/photo/scanned copy offers
 - Offer made by Agent /retainer/consultant / Representatives /Associates / of the foreign principal
 - Offer do not conform to validity period as per ITB
 - Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB
 - Offer without valid GST registration
 - Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST credit and CENVAT credit benefit (wherever applicable) in respect of the payment of GST ,Excise Duty ,service tax etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty , GST .

- g.
- h. Offer not duly signed by authorized signatory
- i. Bidders not meeting Mobilization, Delivery schedule ,completion period

6.2.5 Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

6.3 FINANCIAL CRITERIA

- 6.3.1 The bidder should have average yearly turnover for last three financial years (2022-23, 2023-24 & 2024-25) more than U.S. Dollars 1,000,000/ INR Eight Crore
- 6.3.2 Net worth of the bidder for FY 2024-25 should be positive. CA Certified statement to be provided for Point 6.3.1 & 6.3.2 along with audited balance sheet.

6.4 GENERAL

Bidders to note the followings:

- 6.4.1 In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.
- 6.4.2 In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- 6.4.3 Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company

SECTION - 7

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

7.1 Rates for O & M Services for 550 HP workover rig:

Sr. No	Description	UOM	Estimated Quantity	Unit Rate (INR/USD)
1	Inter-location Movements from one well to next well in Sunpetro' s Fields			
1a	00 -10 km	Per Move	1	
1b	11 -20 km	Per Move	1	
1c	21 -50 km	Per Move	1	
1d	51-100 km	Per move	1	
1e	ABOVE 100 km	Per KM	1	
1f	Cluster well movement (within 100 meters from well center)	Per Move	1	
2	Day Rates: [12 hours day] (Inclusive of Diesel)			
2a	Operating Rate [R-I]	Day	30	
2b	Standby Rate [R-II]	Day	10	
2c	Repair Rate [R-III]:	Day		Zero Rate
3	Day Rates: [24 hours day] (Inclusive of Diesel)			
3a	Operating Rate [R-I]	Day	15	
3b	Standby Rate [R-II]	Day	10	
3c	Repair Rate [R-III]:	Day		Zero Rate
4	Cementing Unit and Equipment and associated services	Lump Sum		As and when required for Zone isolation, cement pug and cement squeeze, etc.
5	Standby Rate (i.e rig is idle and not having any workover operation) [Inclusive of diesel on actual consumption basis]	Day		

Note:

- 1) Estimated Quantity are for evaluation purpose as it may vary in actual as per company's work program.
- 2) Indian Bidder should quote in Indian rupees only while foreign bidder should quote in USD only.
- 3) Rates shall be inclusive of all applicable taxes except GST.

7.2 RATES ENTITLEMENT CHARTS FOR OPERATIONS

Rates applicability for various operations is clearly shown by mark "X" under appropriate column. No charges shall be payable under any head except column bearing the "X"

Sr. No.	Operations	Operating Rate R-1	Standby Rate R2	Repair Rate R3	Lump Sum Rate	Zero Rate
1	Rig(s) Mobilization/ Demobilization				N/A	
2	Civil Work/Foundation/conductor pipe grouting				N/A	
3	Approach Road				N/A	
4	Rig movement after release from one Well to ready to spud next Well including but not limited to operations like cargo gear & transport by Contractor from the time of release to spudding.				X	
5	Tripping	X				
6	Circulation	X				
7	Logging Operations		X			
8	Wellhead fitting		X			
9	BOP Nipping Up and Down and its testing on casings and every 7 days		X			
10	Repairs (06 hrs shall be accumulated per calendar month, which shall be prorated for period less than a calendar month. The unused hours shall not be carried forward to next month)			X		X
11	Hours beyond those stated in SI#10					X
12 A	Down hole complications arising due to Contractor's fault leading to fishing/complication. (Due to Rig Equipment failure, Drill string failure, wrong operation, negligence of man power etc) until the restoration of well back to the status where problem occurred.					X
12 B	Due to abnormal Down hole conditions	X				
13	Wellhead test		X			
14	Rectification of BOP hook-up leak			X		X
15	Rectification of Wellhead leak		X			
16	Hermetical Testing of casing	X				
17	Any operation when draw works or mud pump being used (excluding the situation when draw works or mud pump is being used to rectify the problem as mentioned in sl. No.12A)	X				
18	Any operation when draw works or mud pump is not being used for planned operations.		X			
19	Casing line slipping or shifting			X		
20	Delay in continuous Work over/Drilling operations:					
A	Provided Contractor has complied with all his obligations as stipulated in the Contract (applicable rates)		X			

B	Due to failure of Contractor to comply with any of his obligations until Contractor is able to resume work over/drilling operations.					X
21	Down time for waiting for equipment or materials of order.					
A	Due to failure of Contractor					X
B	Due to failure of Company or defective material supplied by Company		X			
22	Greasing of Top Drive /Swivel /Rotary etc (preventive maintenance of all moving/rotating parts)			X		
23	Kick Control					
A	If kick occurs on account of negligence of Contractor while tripping or malfunction of PVT/ return flow equipments /instrumentation:		X			
	i) First 12/24 hours (Depending on rig's operating hrs.)					
	ii) After 12/24 hours (Depending on rig's operating hrs.)			X		
	iii) If the rig equipment failure occurs while controlling the kick					X
B	If kick occurs because of encountering formation pressure more than anticipated	X				

7.3 DEDUCTION SHEET FOR RIG CREW

Sr. No.	Manpower	UOM	Deduction % of rig day rate(12/24 hrs rate)
1	Tool Pusher (Day)	Per Person per day	5%
2	Tour Pusher (Night)	Per Person per day	4%
3	Chief Mechanic	Per Person per day	4%
4	Mechanic	Per Person per day	3%
5	Chief Electrician	Per Person per day	4%
6	Electrician	Per Person per day	3%
7	Driller	Per Person per day	5%
8	Assistant Driller	Per Person per day	4%
9	Derrick man	Per Person per day	2%
10	Floor man	Per Person per day	1%
11	Roustabout	Per Person per day	0.5%
12	Welder	Per Person per day	2%
13	Safety officer	Per Person per day	2%
14	Medic	Per Person per day	2%
15	Crane/Hydra operator	Per Person per day	1%

SECTION-8

PERFORMANCE MEASUREMENT

8.1 The time is of essence of all activities under the contract and Bidder shall be penalized / rewarded based on the performance during the operations using the following mapping parameters at sole discretion of SunPetro, if required.:

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.

No	Performance Indicator (Monthly Average Basis)	UOM	Limiting Value	Weightage	Actual Score based on prorate	Score
1	Uses of proper PPE at site	No of Violation	0 – Violation	10 /0		
2	Job specific safety Training & awareness program as per calendar.	%	90 to 100 %	10		
3	Waste Management as per SunPetro Policy	Y/N	Y / N	10/0		
4	No of LTI cases	No	0-Occurrence	10/0		
5	Work delayed by more than 24 hrs due to non-availability of Manpower	No	0-Occurrence	10/0		
6	Work delayed by more than 24 hrs due to non-availability of Resources	No	0-Occurrence	10/0		
7	Repetition of Job: poor quality of construction or material	No	0-Occurrence	10/0		
8	Deviation: Design Vs. Actual job done	%	90 to 100 %	10		
9	Delay: Schedule completion time Vs actual time	%	90 to 100 %	10		
10	Compliance of Observation by Inspection	%	90 to 100 %	10		
Total Score achieved (%)						

8.2 Incentives

Minimum Expectation of Performance Level > 90 %. Incentive will be given if Contractor scores the marks $\geq 95\%$.

- I. If the monthly performance is $\geq 95\%$ consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.
- II. 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.

8.3 Penalties:

- 8.3.1** 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 until action is taken.
- 8.3.2** Performance shall be evaluated on a monthly Basis. Penalty shall be imposed if the overall performance is below < 90 %. In the event of performance below expectation (Expected Performance $\geq 90\%$), Contractor shall be penalized with 1% less payment for every 1% less performance from 90% limit (Pro-rata Basis) or to be finalized on discussions with the contractor on award of work
- 8.3.3** In case of PPE non-compliance, a penalty of Rs. 2000/- 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 –Commercial & SCM

Sun Petrochemicals Pvt. Ltd.

8th, 9th & 10th Floor, ATL Corporate Park, Opp L&T Gate

no. 07, Saki Vihar Road, Powai, Mumbai-400072

E-mail: dheeraj.paroch@sunpetro.com

ANNEXURE – 2**BID BOND FORMAT**

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai – 400072, India. (hereinafter referred to as “Company”).

WHEREAS:

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated(“hereinafter referred to as Proposal”) against TENDER NO.:
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 –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 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 –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 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 –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 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, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072, India. (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 _____ 2025____ 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