

**International Competitive Bidding**

**Tender Document**

**For**

**Hiring of Agency for Acquisition &  
Processing of 4D Seismic data for  
SunPetro's Bhaskar Field in Gujarat**

**Tender No.: SunPetro/Bhaskar/4D Seismic A&P/2025-26/SPPL-230**



**SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)**

8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park, Saki Vihar Road,  
Powai, Mumbai - 400 072, Maharashtra, BHARAT.

CIN: U24219GJ1995PTC028519

Tel: +91 22 69325300

Website: [www.sunpetro.com](http://www.sunpetro.com);

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**SECTION- 1**

**INVITATION TO BID (ITB)**

**under**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

## **Sun Petrochemicals Private Limited**

8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park, Saki Vihar Road,  
Powai, Mumbai - 400 072, Maharashtra, BHARAT.

CIN: U24219GJ1995PTC028519

Tel: +91 22 69325300, + 91 22 28470484

Website: [www.sunpetro.com](http://www.sunpetro.com); Email Id: [info.sunpetro@sunpetro.com](mailto:info.sunpetro@sunpetro.com)

**No. SunPetro/Bhaskar/4D Seismic A&P/2025-26/SPPL-230**

**Date: 03/09/2025**

### **INVITATION TO BID**

**Sub: Hiring of Agency for Acquisition & Processing of 4D Seismic data for SunPetro's Bhaskar Field in Gujarat**

**Ref: Tender No.: SunPetro/Bhaskar/4D Seismic A&P/2025-26/SPPL-230**

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 Agency for Acquisition & Processing of 4D Seismic data for SunPetro's Bhaskar Field in Gujarat"**, under TWO BID (ENVELOPE) SINGLE STAGE BIDDING SYSTEM in following two Envelopes:

**ENVELOPE-I: Technical & Un-Priced Commercial Bid**

**ENVELOPE-II: Priced Commercial Bid**

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

#### **1.1 SALIENT FEATURES OF THE TENDER**

1]	Tender No.	SunPetro/Bhaskar/4D Seismic A&P/2025-26/SPPL-230
2]	Title of Tender	Hiring of Agency for Acquisition & Processing of 4D Seismic data for SunPetro's Bhaskar Field in Gujarat
3]	BRIEF Scope of Work	SunPetro intends to carry out Time Lapse 3D Seismic data Acquisition and Processing in the Bhaskar field ( <b>CB-ONN-2003/1</b> ) by utilizing the latest industry technologies and process for Hydrocarbon exploration in the block.
4]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled Indian bank as listed at Annexure-9 for an amount as specified below: <b>Indian Rupees: 10,00,000/-</b> <b>Foreign Bidder: USD 12,000/-</b> Note: 1] Bid Bond to be submitted in INR/USD 2] In lieu of bid bond, bidder can also submit DD /Pay order / wire transfer. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Payorder to be issued in the name of "Sun Petrochemicals Private Limited" payable at Mumbai
5]	Bid Validity	120 days
6]	Bid Bond Validity	150 days
7]	Last Date of Receipt of Queries from Bidders	15 days from the date of issue of this ITB.

8]	Date of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder, if required.
9]	Submission of Bid Documents	<b>Hard copies of Bids</b> are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the sealed envelopes to be submitted at “Tendering office” on or before Tender Closing Date & Time.
10]	Alternate option for Submission of Bid Documents	<p>Bidders alternatively can submit the bid over email as per following procedure.</p> <p>1) <u>Email-1</u>: “Technical &amp; Un-Priced Commercial Bid” to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>2) <u>Email-2</u>: Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>3) <u>Email-3</u>: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>Notes:</p> <ol style="list-style-type: none"> <li><i>Bidder is required to submit the hard copy of bid as per Sr No 9 above. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.</i></li> <li><i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i></li> <li><i>Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.</i></li> </ol>
11]	Tender Closing/ Bid Submission Date & Time	<b>24 September 2025 at 1500 hrs. IST</b>
12]	Address For Correspondence / Tendering Office	<p><b>HEAD –SCM &amp; COMMERCIAL SUN PETROCHEMICALS PVT. LTD.</b> 8<sup>th</sup>, 9<sup>th</sup> &amp; 10<sup>th</sup> Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 <b>Kind Attn: Dheeraj Paroch;</b> <b>e-mail: <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a></b> <b>cc: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></b></p>
13]	Mobilization & Completion Schedule	The work under the scope of work is expected to be completed on or before 31 <sup>st</sup> May, 2026. However, bidder to quote the best completion period.
14]	Validity of Contract period	01 Year from date of award with a provision to extend for 01 (one) more year on same rates, terms and conditions. However, the time period for completion of specified job as per SOW is expected by 31 <sup>st</sup> May 2026.
15]	Terms & Conditions of Contract	As per Section-3 of this tender Document

**NOTE:** Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidders have to qualify tender terms & conditions including BEC described in the tender.

**1.2 Pricing Strategy**

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

**1.3 Evaluation Strategy**

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

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

**1.4 Purchase Strategy**

Single Order or Multiple / Split Order at SunPetro's discretion.

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

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

**1.7 Acknowledgement of tender**

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

Further details are available in the tender Document for the compliance. We look forward to receive your bid complete in all respects on or before due date and time of bid submission, i.e. **24 September 2025 at 1500 hrs. IST.**

**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. Lead member must have the technical capabilities for the envisaged work and must have the PTR.
- 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: [Allan.Nunes@sunpetro.com](mailto:Allan.Nunes@sunpetro.com); and cc to: [dheeraj.paroch@sunpetro.com](mailto:dheeraj.paroch@sunpetro.com)

### 2.6 Submission of Bids

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

2.6.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" in the separate sealed envelopes as follows:

**ENVELOPE-I: Technical & Un-Priced Commercial Bid**

**ENVELOPE-II: Priced Commercial Bid**

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

2.6.4 Each of the "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" shall be properly identified as "Original Technical & Un -Priced Un-priced commercial Bid" & "Copy Technical & Un-Priced Commercial Bid" and "Original Priced Commercial Bid" & "Copy Priced Commercial Bid".

2.6.5 The "Original Technical & Un-Priced Commercial Bid" along with one more "Copy of Technical & Un-Priced commercial Bid" with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting "cut out slip as per **Annexure #5**". The same procedure shall be adopted for submission of the "Original Priced Commercial Priced Bid" and "Copy of Priced Commercial Bid" in separate envelope (ENVELOPE-II) by pasting "cut out slip as per **Annexure #6**". Each Bidder will submit two soft copies of complete signed and stamped "Technical & Un-Priced Commercial bid in the **Flash Drive, in PDF format** along with "**Technical & Un-Priced Commercial Bid**" in the sealed cover i.e. ENVELOPE-I. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with "**Original Technical & Un-priced commercial Bid** "

2.6.6 The entire Bid i.e ENVELOPE –I and ENVELOPE –II should be then placed in a cloth-lined outer envelope duly sealed by pasting cut out slip as per **Annexure #7**" and superscripted as prescribed.

2.6.7 The Bids shall be submitted to the following address:

**Head – SCM & Commercial**

SUN PETROCHEMICALS PVT. LTD.

8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,

Powai, Mumbai - 400 072, Maharashtra, BHARAT.

Tel: +91 22 69325300,

**Kind Attn: Mr. Dheeraj Paroch**

2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the

minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.

2.6.9 In the Technical & Un-Priced Commercial Bid all the technical annexures should be submitted which would include compliance with Technical Specifications and all Price information should be left blank. The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.

2.6.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of NOA.

## 2.7 Validity Period

The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. Company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.

## 2.8 Technical Proposal Requirement

The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.

## 2.9 Certificate & Inspection

At any time prior to supply / execution of the contract or during the course of the contract and thereafter, Company shall have the right to access records and documents and Contractor shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract. It will be the Bidder's responsibility to correct any deviations from specifications found by inspection prior to mobilization of material / manpower. This will be at the cost of the Bidder / contractor.

## 2.10 Commercial Proposal Requirements

### 2.10.1 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.

### 2.10.2 Price in Words & Figures

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

## 2.11 Deadline for Submission of Bids

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

## 2.12 Splitting of work

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

## 2.13 Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI / Contract.

Invoices shall be raised & un-disputed invoice / items shall be paid based on approved "Call out" orders for each Service. No payment will be due to the Contractor / Supplier prior to signing of the Contract.

## **2.14 Taxes, Duties and Approvals**

- 2.14.1 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 Indian banks or 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/LOA or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the delivery schedule / Mobilization time. Mobilization is required to be completed within 90 days from the placement of LOA for the field season 2025-26.

## **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 Contract (GCC)**

## PREAMBLE OF THE CONTRACT

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025

### BY AND BETWEEN

Sun Petrochemicals Pvt. Ltd. a company organised and existing under the laws of India and having its office at SUN PETROCHEMICALS PVT. LTD., 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. (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

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**WHEREAS**, Contractor represents that it is engaged in the business of providing, in accordance with best international industry practices for carrying out the Time Lapse 3D Seismic Data Acquisition & Processing Services and Contractor represents that it has adequate resources, 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 Services and

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

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

This Contract witness that in consideration of the premises and the payment to be made by the Company to the Contractor provided for herein the Contractor shall supply all equipment and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF WORK (Section-4) various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company, the Company shall pay to the Contractor at the rates accepted as per the said tender schedule ( Attached at Section-8) and in terms of the provisions therein.

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

- 1] This Preamble of Contract
- 2] Articles of Contract (General Conditions of Contract)
- 3] Special Terms & Condition of Contract
- 4] Specifications and Scope of services
- 5] Annexures

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

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

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

**Sun Petrochemicals Private Limited**

(COMPANY )

\_\_\_\_\_  
(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 CONTRACT (GCC)

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## GENERAL CONDITIONS OF 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, vessel, 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 in all respects 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. SunPetro, will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.22 "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.
- 3.1.23 "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.
- 3.1.24 "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.
- 3.1.25 "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.
- 3.1.26 "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.
- 3.1.27 "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.
- 3.1.28 Interpretation
- Reference to "Section", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
  - The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
  - Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
  - Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
  - Reference to Applicable Laws shall also include amendments and extensions thereto.

- 3.1.29 “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.
- 3.1.30 “Mobilization” shall mean the actual mobilization of the Contractor’s personnel & all requisite equipment along with auxiliary equipment which are required for carrying out the scope of work and are fit for operational requirements. Mobilization is deemed to be completed when recording instrument with equipments are accepted after joint inspection and on completion of minimum 100 shots in survey area . SunPetro, will issue the mobilization letter for the services as and when requirement comes.
- 3.1.31 Commencement date of operation: The date on which the mobilization is completed in all respects as certified by the SunPetro’s representative will be treated as the date of Commencement of Operation.
- 3.1.32 “Operator” shall mean Sun Petrochemicals Private Limited (Sun Petro) / Company
- 3.1.33 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.34 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.35 Deleted.
- 3.1.36 “Services” shall mean the services to be provided by the 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.
- 3.1.37 “SunPetro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.38 “SunPetro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.39 “SunPetro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its contractors.
- 3.1.40 “Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by Sun Petro.
- 3.1.41 “SunPetro Designated Base” shall mean site as informed by Company. However, the contractor may store/warehouse its equipment and materials at its own costs & risks.
- 3.1.42 “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.
- 3.1.43 “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.
- 3.1.44 “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.
- 3.1.45 Deleted.
- 3.1.46 Deleted.
- 3.1.47 “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.
- 3.1.48 “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.

- 3.1.49 "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.
- 3.1.50 "Third Party" shall mean a person / entity which are not included in Company Group or Contractor Group.
- 3.1.51 "Source Point:" shall indicate the surveyed location of the point of emission of energy as defined in Contract and be equivalent to Source Point (SP).
- 3.1.52 "Survey" shall indicate the phase of acquisition and recording of geophysical seismic data as constituting a part of the Work under the Contract.
- 3.1.53 "Survey Area": shall indicate the specific area of operations, as designated in scope of work, where the Survey shall take place.
- 3.1.54 "Survey Commencement Date:" shall indicate the date, as specified when the Field Crew, as accepted by Company, acquires the first seismic production recording as part of the Survey program to be conducted by Contractor.
- 3.1.55 "Survey Completion Date:" shall indicate the date when the Field Crew acquires the last seismic reflection recording as part of the Survey program.

### **3.2 DURATION OF CONTRACT:**

- 3.2.1 Primary term of this contract will be 01 (one) year from the date of award with a provision to extend for 01 (one) more year on same rates, terms and conditions. Company reserves right to extend the Contract in case work is in progress post commencement of Contract. Project should be completed by 31<sup>st</sup> May, 2026.

SunPetro reserves right to use the services in any of the fields in Gujarat or any other blocks which are awarded / acquired by the Company on same rates, terms, and conditions.

- 3.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability:**
  - Commencement date : Date of Mobilization
  - Completion date of contract : Expiry Date of Contract
  - Termination Date : Expiry / Termination of the Contract

### **3.3 Materials, Supplies, Equipment, Services and Personnel**

Any item supply / services requested by Company during contract period to complete the work shall be provided by Contractor.

#### **3.3.1 Additional Services, Materials, Supplies and Equipment**

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

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

### **3.4 INSPECTION OF MATERIALS**

#### **3.4.1 Inspection of Company Equipment**

Contractor shall have right to inspect and get satisfied on the company equipment, company will provide the full access to the contractor.

#### **3.4.2 Inspection of Contractor Equipment**

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

shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost.

### **3.5 COMPANY'S WORK COMPLETION PROGRAMME**

#### **3.5.1 Work Programme**

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

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

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

#### **3.6.1 Conduct of Services /supplies**

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

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

#### **3.6.3 Discipline**

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

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

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

#### **3.6.4 Legal Requirements**

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

#### **Provident Fund Act:**

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

#### **ESI Act:**

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

**As per the Labour enactments:**

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

**Labour Welfare Cess:**

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

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

**3.7 TERMINATION BY COMPANY**

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

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

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

**Consequences of Termination:**

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

**B. Termination for events specified below:**

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

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



action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or  
h) Fails to provide uninterrupted services/perform work.

**Consequences of Termination:**

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

**C. Termination in the event of Force Majeure**

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

**Consequences of Termination:**

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

**D. Termination for Convenience**

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

**Consequences of Termination:**

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

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

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

**Consequences of Termination:**

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

expenses which the Company shall sustain on account of such breach by the Contractor.

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

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

3.7.3 **Payment upon Termination to be confirmed**

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

3.7.4 **De-hiring:**

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

## 3.8 **HEALTH, SAFETY & ENVIRONMENT (HSE)**

### **General**

Contractor shall perform all the work complying to HSE standards as applicable to Oil & Gas fields, respective government bodies, statutory requirements and laws of India.

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 to submit the Risk Assessment report before start of actual work.
- 3.8.1.4 Contractor to submit the DMP indicating the potential disasters along with their mitigation measures.
- 3.8.1.5 Contractor to follow all the Regulatory requirements related as per OISD Std. 181
- 3.8.1.6 Contractors should provide trained survey crews with written safe operating procedures (SOPs) that address the specific hazards of survey work. SOPs should cover, but not be limited to, the following topics:
  - a. **Training:** Survey employees should be trained for the work they carry out and be familiar with the manufacturer's safe operating procedures (SOPs) and guidelines in the instruction manuals that accompany the survey equipment and tools they use.
  - b. **Tracking system:** Develop a tracking system to record where employees are working each day. Record the planned survey routes or work sites on a centrally located map or white board at the camp or base. Location updates including changes in plans should be called in and recorded.
  - c. **Communications:** Develop a communication call-in system to maintain contact with employees. Employees should carry functioning communications equipment appropriate for the area.
  - d. **Emergency response plans (ERPs):** Survey crews should develop ERPs that address site specific risks and hazards and potential injuries associated with specific surveys, terrain and the degree of remoteness. When a contractor's employees are based at a project site, the ERP for survey crews should be integrated with the exploration project ERPs
  - e. **Tool and equipment check:** Before departing for work, each survey crew should check their equipment. They should have:
    - i. all tools, fully charged communication and navigation equipment with spare batteries;
    - ii. required personal protective equipment (PPE) including bear spray, as appropriate;
    - iii. suitable clothing for the weather and potential changes; and
    - iv. appropriate survival kits and first aid kits. If conditions are dry, carry fire suppressant materials when using tools or survey equipment that could start a fire (e.g., chainsaw, small generator or electrical equipment).
  - f. **Transportation:** Crews should perform an inspection check of their mode of transportation to make sure it is in good working order and all equipment is present
  - g. **Supervision:** Workers should receive appropriate supervision in the field while performing surveys.
- 3.8.1.7 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.
- 3.8.1.8 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.
- 3.8.1.9 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.

3.8.1.10 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.

3.8.1.11 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.

3.8.1.12 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.

3.8.1.13 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.

3.8.1.14 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.

3.8.1.15 Contractor shall ensure PTW developed by Company and shall be followed.

3.8.1.16 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.

3.8.1.17 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 properly illuminated .

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

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

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

#### 3.11.2 Deleted

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

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

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

### 3.12 NOTICES

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

### 3.13 APPLICABLE LAW

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

### **3.14 ACTS AND REGULATIONS, GUIDELINES**

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

### **3.15 CONFIDENTIALITY**

3.15.1 "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- a) is now or subsequently becomes publicly known or available without breach of this Contract;
- b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
- c) is required to be disclosed under any Applicable Law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).

3.15.2 The Contractor shall hold the information confidential and shall not divulge or disclose the information, or make the information available to its affiliates/partners or third party or any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

3.15.3 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

### **3.16 ASSIGNMENT AND SUBCONTRACTING**

3.16.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.

3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor sub contracts part of the Contract to a sub-contractor, Contractor shall ensure that sub order's reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Contractors, the same shall be notified to the Company with in a period of one (1) month.

3.16.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also in no case sub-Contractors shall pass on any claim/ liability to Company.



### **3.17 INVOICING AND PAYMENT**

3.17.1 Invoices shall be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.

3.17.2 Contractor shall invoice to Company for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Conditions of Contract)* i.e. One (1) Years and One (1) Year extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment.

The invoice should be submitted to Company only after having submitted the following documents at Mumbai, if applicable. The Contractor shall indemnify the Company at all times for the damages caused or losses incurred by the company due to non-compliance with the existing laws and regulations by the Contractor.

3.17.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

3.17.4 Contractor shall support all invoices with any data and/or information reasonably requested by Company. Contractor agrees to retain all applicable documentation and records for a period of not less than Four (4) years from the end of the calendar year in which this Contract terminates. Company or any party nominated by Company shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Company's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Company shall have the right to reproduce any such documents which have been inspected.

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

**Head -SCM & Commercial**  
**SUN PETROCHEMICALS PVT. LTD.**  
**8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,**  
**Powai, Mumbai - 400 072, Maharashtra, BHARAT.**  
**Tel: +91 22 69325300.**  
**Kind Attn: Mr Dheeraj Paroch**

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

3.17.6 The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment

shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

**3.17.7 Audit**

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

**3.18 TAXES AND DUTIES**

**3.18.1 Taxes**

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

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

**3.18.2 Personnel Taxes**

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

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

The rates do not include customs duty, export duties or other statutory charges on the import and re-export of Equipment. Contractor acknowledges that the Government of



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

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

### 3.18.5 **Change in Law**

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

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

### 3.19 **INSURANCE**

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

3.19.2 The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.  
Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Company has the right to procure and maintain policies at Contractors risks and 5% more expense.

3.19.3 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless SunPetro , Joint Venture partners of SunPetro, the Government of India, their respective officers, directors employees, agents and other persons with whom Company

may be associated (the Company) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,
- b. 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)

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

3.19.5 The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. 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.

#### **General Conditions for Insurance**

- A. Contractor hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.
- B. No form of contractor liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this contract, unless agreed to by Company prior to commencement of services hereunder.

- C. Contractor assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Contractor's expense. Contractor must insure for full replacement value of any and all equipment used in performing the Work.
- D. All exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

### **3.20 CONTRACTOR'S OBLIGATIONS AND WARRANTIES**

- 3.20.1 The general allocation of responsibilities between Company and Contractor are set out in responsibility matrix and other clauses mentioned in this documents and the Exhibits.
- 3.20.2 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor warrants that it is aware of the entire survey area environment, zoning and other regulations legal description prescribed in this Contract.
- 3.20.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
- 3.20.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.20.6 Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.
- 3.20.7 **Contractor Personnel**  
Contractor shall use all reasonable care to provide, at 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.

#### a) **Work Schedule**

For the conduct of the Work, Contractor undertakes to observe the “Daily Work Schedule” and the “Year Labour Calendar” as specified herein under:

#### **Working time**

The Working time is the sum of the following daily operational time:

- The recording operations.
- The time for seismic line changes.
- The time for the instrument tests required by Company as indicated in this Contract.
- SP to SP moving even if Contractor has to go a long way round in case of field obstacles (Island, Coral reefs etc.)

Within the indicated “Daily Work Schedule”, the actual “Working time” of the Field Crew is defined as the sum of the daily operational times as specified.

The “Working time” shall not include the time spent for testing, calibrating, repairing the equipment and for maintaining it to its full performance within manufacturer’s and/or Company’s specifications; the time lost due to equipment failure; the time lost due to suspension of the Work pursuant to Contractor’s default and/or the stand-by time pursuant to reasons beyond Contractor’s Control or on company’s request.

#### b) **Damages**

In the conduct of the Survey, Contractor shall make every effort to prevent all damages or losses, whether predictable or not, to third parties. To this purpose Contractor shall adequately plan the Survey, accurately scout survey area and diligently carry out the necessary permitting so as to avoid conflicts with all involved parties.

Contractor shall be solely responsible, liable for and pay for any and all damages or losses as caused to third parties.

#### c) **Acceptability of the data**

Any data acquired during the execution of the Work that does not meet the quality specifications detailed to the Contractor by the Company shall not be chargeable to Company. Company reserves the right to reject data recorded outside the above specifications. In such case, Company shall specify the reasons for the rejection of data and the rejected data shall be entirely re-acquired by Contractor at no cost to Company. If the unacceptability of the data is detected by Company after Demobilization Date, and the vessel / equipments are no longer available in the Survey Country to reacquire the data, Company shall charge Contractor the sums as already invoiced to or paid by Company to Contractor for the rejected data and Contractor agrees to promptly credit or reimburse such sums to Company. However, if acceptable tape copies of the field magnetic tapes are available, Contractor shall discharge its liability by copying such tape copies.

#### d) **Data**

The Contractor shall deliver to the Company all Data pertaining to the Work relative to the Contract. The Contractor may not retain copies of such Data unless it shall have first obtained the Company’s written consent.

#### e) **Ownership of Technical Information**

No Technical Information acquired or developed by the Contractor under this Contract shall become the property of the Contractor and all such Technical

Information shall be delivered in accordance with the Company's instructions upon completion or termination of the Contract or when so instructed by the Company. The Company shall have the right to use such Technical Information.

During the course of the Work, the Contractor may use such tapes, Data, documents, Specifications and plans in the performance of the Work and shall keep them in his custody and care, and shall deliver them to the Company upon completion.

- f) **Gifts, Drugs and Alcohol**  
Neither the Contractor nor any of its personnel shall make or offer any bribe, gift, gratuity, reward, commission or other inducement in money or of any other description whatsoever to any person, firm or company directly or indirectly involved with the Work. Neither the Contractor nor any of its personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at/on the Vessel, or in the Survey Area or permit the same to be done by any person.
- g) **Alcohol at the Survey Area**  
Alcohol shall not be permitted at the Survey Area save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Company's representative may at his absolute discretion prohibit any member of the Contractor's personnel to go on to the Vessel or may require such person to leave the Survey Area or the Vessel where he has reasonable grounds to suspect non-compliance with the provisions of either Clause 3.20.9 (f) or (g) above.

### **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.), act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them. Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
  - 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
  - 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
  - 3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
  - 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
  - 3.21.1.5 Non-conformance by Sub-contractors;
  - 3.21.1.6 Financial distress of Contractor or any Sub-contractor
  - 3.21.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Contractor.

Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure. Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

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

### **3.22 WARRANTIES AND REMEDIES**

- 3.22.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.
- 3.22.2 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 3.22.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.



- 3.22.4 Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. 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 Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws
- 3.22.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.22.8 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.22.9 Contractor shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.
- 3.23 LIENS**  
Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold Company harmless from and shall keep Company's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Company may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Company shall have the right to retain out of any

payment to be made to, or to be reimbursed to, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

### **3.24 INDEMNITY AND LIABILITIES**

#### **3.24.1 Indemnity by Contractor:**

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

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

#### **3.24.2 Indemnity by Company:**

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

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

#### **3.24.3 Third Parties:**

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

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

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

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

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

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

The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession / control of the Contractor with the exclusive right to use of such equipment by the Contractor for providing services under the Contract. Contractor shall be responsible at all times, including time in storage, in transit, on the 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 **Deleted**

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 **Deleted**

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 performs 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 Mobilization & Completion Schedule**

3.29.1.1 Contractor to submit application to relevant government bodies / departments, etc along with all the requisite documents pertaining to recording instrument, equipment, manpower etc. required for conducting the survey as per scope of work, within 30 days from the date of LOA for obtaining necessary permissions/ clearances from MoPSW, DG Shipping and MoD.

3.29.1.2 Mobilization (including bringing the Recording Instrument along with all requisite equipment required for carrying out the said survey to India and its Joint inspection with SunPetro team for carrying out survey) and acquisition of data as per scope of work should be completed within 6-7 months (fair weather window is considered from October to May) from the date of obtaining necessary permissions/ clearances from DG Shipping / MoD as stated in paragraph 3.29.1.1 above.

In case, the Six (6) fair weather window months partly/fully falls beyond current fair weather window, the contractor has to complete data acquisition in the balance period of six (6) months in the next fair weather window, without any extra cost to SunPetro. In such cases, the contractor may demobilize the equipment at the end of the current fair weather window, with prior approval of SunPetro. However, SunPetro shall not pay any extra cost due to demobilization and remobilization at the starting of next fair weather window. In such cases, contractor must ensure no time delay in re-obtaining of statutory clearances and ensure commencement of data acquisition at the start of fair weather window.

3.29.1.3 After completion of data acquisition, the contractor should complete processing of the data including submission of deliverables within two (2) month from the date of completion of acquisition.

3.29.1.4 Delays due to bad weather, storm and delay in getting clearances from Govt. authorities shall not be on the account of the contractor. However, for deciding applicability of these situations and LD, if any, a joint statement should be prepared and signed by representatives of contractor and SunPetro. No LD will be imposed on that period of delay when Joint Statement signed between contractor and representative of SunPetro clearly mention that the reasons of delay are beyond the control of Contractor.

**3.29.1.5 Mobilization and Demobilization Dates**

Contractor undertakes to abide by the Mobilization Date as specified in the LOI / LOA / Contract. Contractor undertakes to abide by the Demobilization Date as specified unless otherwise instructed by Company pursuant to Clause 3.2.1 or as otherwise indicated in LOI / LOA / Contract. Notwithstanding the above, Company shall instruct the Contractor about the Demobilization / Mobilization date and the Contractor undertakes to abide by the instructions of the Company. Pursuant to such instructions the Company shall not pay to the Contractor for any other charges except the Demobilization charges.

**3.29.1.6 Survey Commencement Date**

By the Mobilization Date, Contractor undertakes to make available in the Survey Area adequate logistics and necessary infrastructure and to have completed, to the satisfaction of Company, all operations that are preliminary to the Survey.

Contractor shall not be allowed to start the Survey until the Company Representative or the Company Supervisor appointed for the purpose, have verified and approved the Field Crew completeness, the equipment performances and the competence of the Personnel as based on the requirements and specifications of the Contract. The said verification shall be carried out in the Survey Country after the Field Crew has reached the Survey Area.

**3.29.1.7 Late Start**

Contractor hereby guarantees the timely conduct of the Work as well as observance of the Mobilization Date and Survey Commencement Date.

In the event that, for reasons not attributable to Company or to Force Majeure Contractor is incapacitated to comply with the Survey Commencement Date, Contractor shall notify Company within 24 hours of the anticipated delay as well as of its causes and of all measures taken or that he intends to take to remedy the situation as a consequence thereof. The onus of proving the reasons for such late start will be on the Contractor.

3.29.2 Inspection: SunPetro representative(s) shall be associated during the field operations to monitor the survey. Contractor shall provide all the relevant operational & technical details to SunPetro's representative. The daily progress report along with detailed plan for next day operation shall be provided to SunPetro.

**3.29.3 Suspension of Work & Standby Charges:**

**3.29.3.1 Suspension of the Work due to Contractor's Default**

(i) Should Contractor in the course of the Contract, conduct the Work or any part of the Work in a manner not in conformity with the Contract requirements, Company shall notify Contractor of such deficiency and shall be entitled to suspend the Work or any relevant part(s) of the Work without any cost to Company and without any liability towards Contractor. The suspension will take effect immediately after receipt by Contractor of such notification. Contractor shall promptly take any and all actions needed to remedy the situation and shall bear all costs and expenses associated with the above corrective actions. If the cause of suspension persists after three (3) DAYS following to the date of suspension Company shall have the right to terminate Contract

as per clause 3.7. Should this be the case, such termination shall be considered as a termination of Contract due to Contractor's default.

- (ii) From the date of Work suspension to the date when all deficiencies have been corrected to conform to Contract requirements, as certified by Company Representative, no remuneration is due by Company to Contractor.
- (iii) The suspension of the Work under the above conditions shall not relieve Contractor from any of his obligations or liabilities under the Contract or at law (including compliance with the DEMOBILISATION DATE).

**3.29.3.2 Stand-By for reasons beyond Contractor's Control**

If the Work is suspended for any reason as listed in 3.29.3.2 (a) and/or 3.29.3.2 (b), Company shall compensate Contractor at the Stand-By rate set forth provided that, at the date of suspension, the FIELD CREW is fully operational and conforming to the specifications in this Contract. The applicable Stand-By compensation shall be prorated on a per hour basis to honor the daily working schedule as defined.

The standby rates shall be charged to time in excess of the fifteen (15) hours of standby per 30 days.

In case if the Stand-By event continues for more than seven (7) days, pursuant to the events as specified 3.29.3.2 (a) hereunder, Company may have a right to suspend the Contract, in case of suspension, no charges shall be applicable for the Field Crew i.e. at zero rate.

Time spent on routine testing or calibrating instruments and repairing equipment does not contribute to work time and will not be taken into consideration when calculating the Stand-By invoice as applicable within the terms of this Article. Similarly, no standby rate shall be applicable for any action of the Contractor once the event of Standby expires or is complete.

**3.29.3.2 (a) Stand-By rate specified shall apply in the following circumstances:**

- i) Time lost as a consequence of Company failure to deliver to Contractor the detailed SURVEY programme (provided that Company's delay was not caused by, or connected/ incidental to Force Majeure or Contractor's delays, defaults or negligence) the documents in accordance with the provisions and any documentation due by Company to Contractor as provided by the APPLICABLE LAWS or
- ii) Production time lost as a consequence of Company's modification of source and/or receiver configuration and/or recording parameters during the SURVEY on request of Company or
- iii) Time lost due to Work, or any part thereof being interrupted at GOVERNMENT request provided that the interruption is out of Contractor's control and the request is not a consequence of, or relating to Contractor's non compliance with the provisions of Contract; provided that the Contractor shall within two (2) days from the date of such request communicate the same and shall obtain consent of the Company before stopping any Work or
- iv) adverse climatic conditions i.e. cyclonic storm
- v) Delays or standby due to interference from other seismic vessels, drilling or other similar activities.

3.29.3.2 (b) Notwithstanding anything to the contrary, aggregate Standby Charges including Standby due to Force Majeure event shall be capped at 10% of the Seismic Data Acquisition Cost excluding Mobilization & Demobilization charges.

**3.29.3.3 Standby on Company Request**

Company, at its sole discretion shall have the right to suddenly suspend part or all of the Work by serving notice to Contractor. In such case, Contractor shall maintain the FIELD CREW in a Stand-BY mode, ready to resume the Work immediately, if so instructed. Company shall compensate Contractor for the time of inactivity at the Stand-By rate set forth prorated on a per hour basis to honor the daily working time as per Contract.

3.29.4 On completion of data acquisition, the acquired data should be provided to SunPetro in duplicate on the external hard disk.

3.29.5 In case the acquired data is held by Ministry of Defence (MOD), Contractor will try to get the data released at the earliest on a best-efforts basis. SunPetro will provide necessary help in this regard in the form of recommendatory letters.

3.29.6 Data storage Location to be maintained by Contractor – keeping all acquired data securely at data storage location at end of workday day.

**3.29.7 Site Visit, Local Conditions:.**

**3.29.7.1 Site Visit**

- The Bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at bidder's own expense.
- Failure to visit the site or failure to study the Bidding Documents/tender will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the tender, as a lump sum turnkey contract.

**3.29.7.2 Local Conditions:**

- It will be imperative for each bidder to fully acquaint himself of all local conditions and factors which may have any effect on the execution of the contract as described in the tender in their own interest.
- It is the responsibility of the bidder that such factors effecting execution of contract as per bid document have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the tender will be entertained by SunPetro and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by SunPetro.

**3.29.8 Statuary Clearances**

Contractor would obtain all the required permission/necessary clearance from Ministry of Home Affairs and other government agencies for all its equipment and expatriates to be engaged for the work.

**3.29.9 Payment Terms**

- All payments will be made within 30 days after submission of correctly rendered and undisputed invoice along with all supporting with certification by SunPetro representative.
- Payment of Final invoice shall be made, within 30 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

(a) Audited account up to completion of the Contract.

(b) Tax audit report for the above period as required under the Indian Tax Laws.

- (c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- (d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- (e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

#### **3.29.10 Bidder to provide equipment details as below:**

- I. List & Vintage of Equipment's To Be Deployed (As Per Annexure-13)
- II. List Of Items (Equipment, Tools, Accessories, Spares & Consumable) To Be Imported In Connection With Execution of the Contract Showing Cif Value (As Per Annexure-14)

#### **3.29.11 HSE for Seismic Survey**

Contractor shall ensure that all operations undertaken within this contract are conducted in a safe and responsible manner. The HSE standards employed shall, conform with those normally expected in the onshore and offshore industry (as applicable) and shall, as minimum, comply with all E&P Industry.

#### **1. HSE Plan**

- a. Contractor shall develop and document a health, safety, security and environment Plan (HSSE Plan) addressing the HSE risks specific to the Scope of Work set out in the Contract and the management of controls to eliminate, reduce or mitigate these risks.
- b. The HSE Plan shall address the HSE risks of all phases of the Work through mobilisation, execution and demobilisation at each location where the Work will be performed (including but not limited to the office, factory, fabrication yard, construction site, vessel, offshore installations) known as the Site, and shall demonstrate how risks to all personnel have been identified and have been reduced to As Low As Reasonably Practicable. (ALARP).
- c. The HSE Plan shall contain the list of HSE deliverables along with a schedule for their completion.
- d. The HSE Plan shall be submitted to for review and acceptance within thirty (30) days from LOA.
- 2. SunPetro reserves the right at all times to audit and review Contractor's facilities, services and/or performance of its activities in respect of compliance with the accepted HSE Plan for the Work.
- 3. SunPetro reserves the right to suspend the Work or any part thereof if Contractor does not comply with the accepted HSE Plan at the risk of the Contractor. Before any Work is suspended SunPetro shall liaise with Contractor to allow Contractor the opportunity to rectify any non-conformances within an acceptable timescale. Any suspension shall be carried out in accordance with the terms of the Contract.
- 4. Either party may, at any time, suspend the Work for HSE reasons; in such event where the Contractor elects to suspend the Work, Contractor shall immediately inform SunPetro in writing of those reasons, and provide details of actions taken to mitigate, reduce, or eliminate the reason.
- 5. Failure by Contractor to adhere to, demonstrate compliance with or ensure Contractor Personnel comply with the Good International Petroleum Industry Practices (GIPIP) and OISD

#### **6. HSE Training**

Contractor shall be responsible for, and implement, competency based HSE training of Contractor's Personnel and shall take account of and integrates training requirements with



SunPetro's requirements and Policies, Standards and Guidelines as may be advised from time to time.

**7. HSE Promotion and Awareness**

Contractor shall establish a mechanism for communication and feedback of HSE issues and performance among Contractor Personnel on the Site and to SunPetro.

**8. HSE Professionals**

Contractor shall provide specialist HSE advice and supervision and respond to HSE issues. Contractor provides sufficient numbers of experienced HSE supervisors on Site, covered by the Contract.

**9. Sub-Contractors**

Contractor shall ensure that all its Sub-Contractors receive a copy of, and comply with the requirements of the HSE Plan accepted by Company

**10. HSE Communications**

- a. Contractor shall, where applicable, ensure before commencing operations pursuant to the Contract that all companies, organisations and communities that could potentially be affected by such operations have been notified and when/where necessary carried out a suitable consultation process. At the Site the Contractor shall ensure that effective toolbox talks are undertaken. Where shift work is in operation clear communications between shift workers such as shift handover notes and face to face handover shall be enforced.
- b. Where applicable, Contractor's arrangements for emergency communications shall be integrated with the requirements of the SunPetro and/or the Site and/or local or national or international support services.

**11. HSE Meetings Programme**

Contractor shall establish an effective structure and schedule for HSE meetings involving all Contractor's Personnel assigned to the Work, to promote communication and involvement in HSE matters. SunPetro reserves the right to participate in such meetings.

**12. PPE Requirements**

Contractor shall ensure that all workers are provided with all necessary PPE at the Site. This shall, as a minimum, meet international standards and include the following:

- (a) Safety helmet (hard hat).
- (b) safety glasses/goggles.
- (c) High visibility vest or reflective bands on coveralls
- (d) Coveralls
- (e) Safety boots
- (f) Safety harness (for working at height/overside).
- (g) Special equipment for hazardous / unusual activity or conditions
- (h) Suitable gloves
- (i) Ear defenders
- (j) Life Jacket

13. Contractor shall conduct risk assessments for all activities requiring the use of personnel protective equipment (PPE) and the specification of the required PPE, and provide additional and/or specialist PPE as required.

14. Contractor Personnel failing to use the appropriate PPE will be asked to use the appropriate equipment or stop work immediately. If the Contractor Personnel fail to use the PPE the SunPetro may require them to stop work and/or leave the Site. Persistent repeated failures by Contractor Personnel to use appropriate PPE may result in SunPetro requiring the Contractor to permanently remove the relevant Contractor Personnel from the Site and replace the Contractor Personnel without delay and at no extra cost to the SunPetro.



#### 15. Auditing and Review

- a. Contractor shall establish a schedule for HSE audit / inspection for its activities and those of its primary Sub Contractors, and provide a copy of the schedule to SunPetro.
- b. SunPetro reserves the right to attend any HSE audit/inspection and must be provided with the necessary notification in due time to organise mobilisation.
- c. Before commencement of the Work, SunPetro may, at its sole option, conduct an audit to satisfy itself of Contractor's arrangements regarding HSE matters. SunPetro shall co-operate fully with the audit team and correct any agreed deficiency noted without undue delay and in any event before Work commences.
- d. Upon request, Contractor shall supply SunPetro with copies of all reports and documents regarding HSE matters that it is required by legislation to maintain together with such other reports and information as SunPetro may require.
- e. Contractor shall maintain and make available for inspection by SunPetro upon request all registers, records and any other documentation on environmental aspects of the activities being carried out or on the environmental management system implemented by Contractor
- f. Contractor shall provide a report on HSE performance during the contract, as part of the contract close-out documentation.
- g. Contractor shall provide HSE reporting on weekly basis.

#### 3.29.12 Environment Protection

Contractor will comply with the rules and regulations laws of pollutions, environment etc. as defined in this Contract. Contractor shall take all necessary measures to protect and respect the environment over the SURVEY AREA and shall defend, indemnify and hold Company, its CO-VENTURERS and its and their AFFILIATES harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for damage to the environment emanating from Contractor's vessel, equipment's, including but not limited to spills, leaks, drainage or dumping of fuel, lubricants, motor oils.

Contractor, in conducting the Work, shall best endeavour to prevent or limit pollution within the levels permitted by APPLICABLE LAWS.

Contractor shall be responsible and bear the cost of promptly remedying any pollution caused by negligence or default of Contractor, his PERSONNEL or SUB-Contractor's and their PERSONNEL; of cleaning up and removing from the SURVEY AREA all the waste material and equipment, such as plastic waste, electrical wire, scraps, wrecks and any pipes as resulting from the conduct of the Work, caused by Contractor, his PERSONNEL or SUB-Contractor's and their PERSONNEL. Such clearing and clean up operations shall be conducted in accordance with the instructions of Company or as dictated by GOVERNMENT and according to the ACCEPTED STANDARDS of the industry.

Until such removal, burial or destruction, as permitted by APPLICABLE LAWS, has been effected Contractor shall stake out the polluted or dangerous area with markers and undertake such other action to ensure safety as may be required by the competent authorities or by Company.

Should Contractor not comply with one or more of the foregoing obligations, Company shall be entitled to carry them out itself (or have them carried out on its behalf) at the risk and cost of the Contractor and the Contractor shall be bound to promptly reimburse Company for all

costs and expenses thereby incurred, without prejudice to any other Company's rights of recourse under CONTRACT or at law.

**3.29.13 Food, Accommodation and Facilities**

Contractor shall provide at his costs, food, accommodation and facilities on the FIELD CREW for the persons deputed by the Contractor and also to the persons designated by Company as specified.

**3.29.14 Vessel:**

If any of the vessel(s) provided/mobilized by the Contractor under this Contract sinks, runs aground or becomes incapacitated in the Contract Area, the Company shall be entitled to require the Contractor to remove such Vessel(s) at its own cost as required by Marine Law / Applicable Law. The Company shall, without prejudice to any other rights or remedies available to it, have no liability to pay the Contractor any rate or costs in respect thereof.

**3.29.15 Documents and Information to be provided by Contractor**

Contractor shall at his own cost handle, package and ship out of the SURVEY AREA the seismic data, identified in more details as Deliverables, recorded for Company as resulting from Work. Data recorded on tapes, disk, paper or other media shall remain under Contractor's custody until their safe delivery to the Company designated address or to any other third party designated by Company.

Contractor shall provide the documents and information required to company before the Survey Commencement Date related to acquisition work such as seismic line pre-plot of the survey area, tentative time chart for the acquisition program, HSE report for the project, list of all personnel, equipment, vessel etc. After taking approval from Company representative mobilization will be considered.

**3.29.16 MINERAL AND OTHER RIGHTS:**

Contractor waives all right, title or interest in or to any discovery of minerals and/or hydrocarbons (whether liquid or gaseous) or other substances, which may result from the Work.

Contractor shall obtain a similar waiver on the part of his PERSONNEL and his SUB-Contractor's and their PERSONNEL prior to the commencement of their respective activities.

## **SECTION – 4 & 5**

### **SCOPE OF WORK & TECHNICAL SPECIFICATION**

## Scope of Work

### Time Lapse 3D Seismic Data Acquisition and Processing in Cambay Basin, Gujarat

#### 1. INTRODUCTION

'Sun Petrochemicals Private Limited' (SunPetro) incorporated in 1995, is owned by the Promoters of 'Sun Pharmaceuticals Industries Limited' (4th Largest specialty generic Pharmaceutical Company in the World) which has products marketing presence in 150 countries and 48 manufacturing sites across the world. 'SunPetro' has diversified to the upstream hydrocarbon business in 2014. 'SunPetro's is committed to contribute to energy security of the country with the least adverse impact on environment.

SunPetro produces Oil & Gas from four fields viz Baola, Modhera, Hazira and Bhaskar fields of Cambay basin. The RSC for the Exploration block CB-OSHP-2021 /1 was awarded in OALP-VI round of bidding and the blocks CB-OSHP-2021 /2 & CB-OSHP-2021 /3 were awarded in OALP-VII round of bidding.

Sun Petrochemicals Pvt. Ltd. (SunPetro) is the Operator in Bhaskar Field (CB-ONN- 2003/1) having a lease area of – 71.35 sq km, with 100% Participating Interest. Bhaskar field is located in the Cambay Basin within the State of Gujarat, India.

Legacy 3D Seismic data had been acquired in 2006-07 with the objective of exploration in the block. All the wells drilled till date, including exploration and development, have been identified using legacy 3D Seismic data. This field has been under production since July 2019 from Miocene Basal Sand (MBS) reservoirs. Bhaskar field has many pools with different Oil water contact (OWC). To carry out development work in the Bhaskar field, SunPetro desires to acquire time lapse 3D Seismic data in the field to estimate the remaining reserve potential, changes in OWC, reservoir management and enhanced production.

The proposed time lapse 3D Seismic acquisition area with the coordinates is as given in Figure-1. The scope of work of this project includes 3D Seismic acquisition with **single component / three component (1C/3C)** of total of full fold area 120 sq. km. (approx.) in the Bhaskar field by utilizing the latest industry technologies and delivering the acquired data for further processing.

Acquired data is to be processed (both PSTM and PSDM). In case the processing job is subcontracted, it is to be awarded through bidding process, on actual cost basis with prior approval and in consultation of SunPetro.

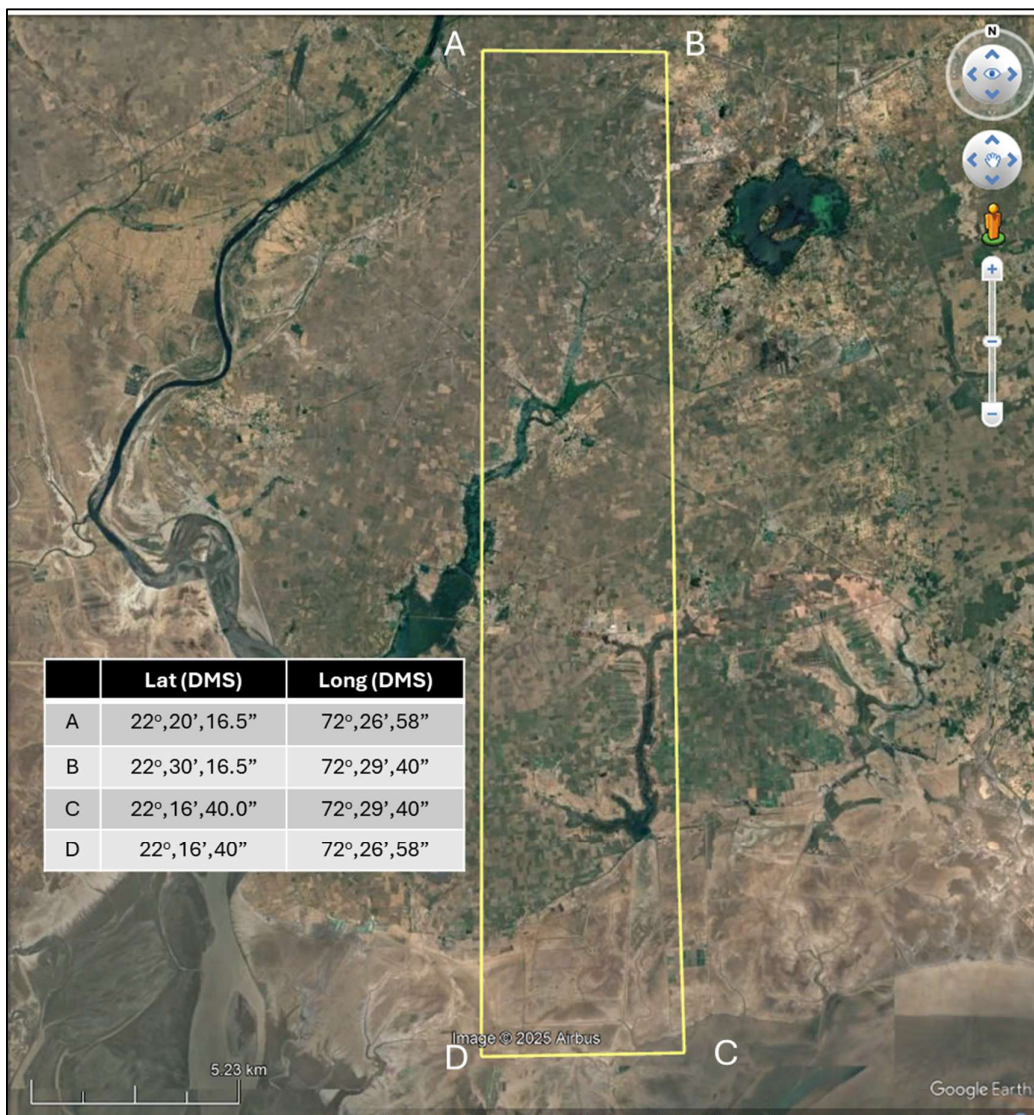


Figure-1: 3D Seismic Survey Area (Full fold, approx. 120 sq. km.) in Bhaskar Field

## 2. BASIC INFORMATION OF THE BLOCK

### 2.1. GENERAL INFORMATION OF SURVEY AREA:

This is predominantly land area with no major town and village. The Nearest town to the survey area is Khambhat which is around 11 Km. The general details of the survey area as regards the weather, and obstructions are as follows:

- a) Weather and field season:  
The monsoon period in the area is usually between July to September.
- b) Obstructions:  
There are several small villages in the survey area, having agriculture land, networks of water pipelines, Oil pipelines, oil and gas production facilities, few lakes, rivers and others small surface installations, including small industries.
- c) Communication Facilities:  
The survey area is well connected by road network. The nearest railway station is Khambhat (11 Kms away) and nearest airport is Vadodara (72 Kms). There is no problem with the availability of drinking water. Mobile networks are available throughout the area with good signals.



### 3. OBJECTIVE OF THE SURVEYS:

The objectives for the time lapse 3D seismic survey with Single/three component (1C/3C) are given below:

- i) Bhaskar field is under production since July 2019 from Miocene Basal Sand (MBS) reservoir (1200-1500m). The reservoir in the field is thin in nature (5-25m) with multiple sand units. Bhaskar field has six (6) pools with different Oil water contact (OWC). After a continuous production of more than six years, SunPetro desires to acquire time lapse 3D Seismic data in the field to estimate the remaining reserve potential, changes in OWC etc. compared against the vintage 3D Seismic data acquired during 2006-2007, for reservoir management and for planning enhanced oil recovery. Any information available with SunPetro in respect of vintage 3D Seismic Data will be shared with the successful bidder.
- ii) To characterize the reservoir and placement of infill development wells for maximizing recovery.

#### 3.1. GENERAL GUIDELINES:

- CONTRACTOR shall with his own experienced personnel and equipment, plan and execute 3D seismic data acquisition in survey area, in Bhaskar field, as per target reservoir zone with professional competence and in efficient manner and provide SunPetro with the best standards of work customarily provided by reputed Geophysical service providers to major oil companies in the oil industry.
- CONTRACTOR to design optimum and efficient survey geometry and acquisition parameters for 3D seismic data acquisition to provide offset and full azimuth distribution to meet the survey objectives.
- CONTRACTOR to plan and acquire all other specific data, that is required for the safe and timely execution of the 3D seismic data acquisition.
- To acquire the best quality of 3D seismic data is the responsibility of the CONTRACTOR. SunPetro's QC representatives will also be associated with the work throughout the contract period to ensure security, confidentiality, and Quality Control of acquired data and for overall monitoring as per contract.
- CONTRACTOR shall perform daily /periodic quality assurance checks through analysis and quality control of survey /navigation Data, raw data through to in-field processed data for ensuring precision in survey /positioning and quality of acquired raw data and processed data for QC purpose. CONTRACTOR have to provide one (1) desktop with QC software (Acquisition and processing).
- CONTRACTOR shall plan and deploy suitable fold recovery techniques and methods e.g., additional geophones, additional infill shots or any other technique/receivers deemed suitable, wherever necessary, around the obstructions to minimize data gap. In case logistics prohibits shooting in the preferred direction, then recovery may be planned in operationally suitable direction with the prior approval of SunPetro.
- CONTRACTOR shall perform preliminary processing of the acquired 3D seismic data in the field and provide brute stack data for QC purpose during acquisition.
- CONTRACTOR shall provide the details of the survey geometry with various attributes to ensure seamless and uniform fold coverage (nominal 40-fold) of data for approval of SunPetro.
- Data shall be processed with the objective to study the changes in seismic response due to oil production of the field. The data to be processed for both Pre-Stack Time Migration (PSTM) and Pre-Stack Depth Migration (PSDM) for the acquired time lapse 3D seismic data with latest industry standard processing workflow, using standard software used in industry. The Processing results also include the difference volume of two 3D seismic acquisition campaign.

#### 4. **VOLUME OF WORK:**

The quantum of work for time lapse 3D seismic acquisition(1C/3C) is given below in Table-2

**Table-2:** Quantum of work and bin size

Area	Full fold area (sq.km)	Bin size (m x m)
Cambay Basin	120	15 x 15

SunPetro may increase or decrease seismic survey area by 10% on its own discretion.

#### 5. **PROJECT PLAN:**

CONTRACTOR to prepare and submit a comprehensive Project Report giving following full details, but not limited to, within 7 days of LOA.

- i. Survey Design & Parameters.
  - a. Projected fold map, in offset range for 0-1000,1001-2000,2001-3000, (depending upon the maximum offset)
  - b. Spider and Rose diagrams
- ii. Instrument /Equipment details with quantities along with Manufacture's Specification
- iii. Operational Plan with manpower deployment plan
- iv. Quality Control Process & Standard
- v. Ground electronics test report for all equipment
- vi. Instrument test details and QC (gain /filter specifications etc.)
- vii. List of deliverables
- viii. HSE Plan
- ix. Any other information related to the subject.
- x. Detailed Gantt Chart for timely execution of project

CONTRACTOR shall perform the following activities during the acquisition phase:

- i. Source and receiver positioning unambiguously tied with seismic and elevation data with accuracy up to 10 cm.
- ii. Recording of 3D seismic data as per specifications
- iii. Preliminary processing of the 3D seismic data for QC purposes at basecamp.
- iv. Up-hole survey and computation of static corrections.

#### 6. **DATA ACQUISITION SPECIFICATIONS:**

The 3D seismic data shall be undertaken in accordance with best professional International Geophysical practice and performed according to technical specifications, work standards and HSE criteria defined in the Contract.

The design offered by the CONTRACTOR as agreed should be followed strictly to meet the survey objective. The bin coverage should be uniform throughout the survey area with respect to the total multiplicity, offsets and azimuths after editing bad traces. Any deviation in this if required should have prior approval of SunPetro.

##### **Offset distribution for fold:**

Following three offset range /zones to be considered for distribution of traces /fold in a bin.

- a. Zone 1 : < 1000 m offset
- b. Zone 2 : 1000 - 2000 m offset
- c. Zone 3 : >2000 m offset

Fold should be uniformly distributed in a bin for all the offset ranges /zones, in general. However, the total non-redundant fold in a bin should be maintained to nominal 40. The CONTRACTOR shall propose field parameters to fulfill above offset distribution for the required fold in each option.

CONTRACTOR to ensure that nominal 40-fold with uniform foldage in each zone as defined above is achieved in every bin. Suitable fold recovery mechanism, if possible, is to be used to complete the full fold. In case logistics prohibits shooting in the planned direction, then recovery may be done in operationally suitable shooting direction with the prior approval of SunPetro.

In the inaccessible areas, minimum CMP fold requirement criteria may be relaxed by SunPetro at its discretion.



## **6.1. GENERAL SURVEY SPECIFICATIONS:**

### **6.1.1. 3D Seismic Data Recording**

#### **A. General**

1. A complete set of instrument tests, as per manufacturer's specifications and procedures, should be performed before field deployment and start of 3D survey experimental and production work.
2. To ensure that the data is being recorded properly, test data should be recorded as per the OEM recommendation.
3. All the recommended instrument tests should be carried out as per manufacturer's specification, procedures, and schedule to monitor the instrument performance during field operations.
4. The 3D seismic data shall be digitally recorded on tape cartridges IBM compatible as per the latest and standard media (or any other media suggested by SunPetro) and on two hard disks in the field. SunPetro will confirm the output media.
5. The cartridges used for recording shall be new with zero parity error and of the best-known brands (preferably IBM). The recorded tapes /cartridges /Hard disks shall be properly annotated, and due precautions shall be observed in the storage and transportation.
6. The repairs and maintenance of the recording systems, including instrument test results should be properly documented and submitted for reference.
7. Prior to start of recording, all daily tests as specified by the manufacturer should be recorded and analyzed to ensure that the recording instrument is functioning within OEM specifications.
8. Synchronization /Compatibility of receivers /source equipment shall be conducted prior to deployment.
9. The set of such relevant tests may be defined and documented whenever new equipment is introduced or equipment is repaired for data acquisition.
10. There shall be no defective traces at the start of daily work.
11. Traces are defined as defective under following conditions:
  - a. If the instrument /field test results of the channel are beyond the specified limit.
  - b. Reverse traces (reverse traces should be logged in the observer report).
  - c. Dead traces.
12. A shot /record shall be defined as misfire, if no detonation or partial detonation of explosive charge has taken place.
13. Every shot should be monitored using the online QC display or paper record and the problems, if any, should be logged in the Observer's log for detailed analysis /corrective action.

#### **B. Recovery Planning**

1. During 3D surveys, necessary recovery plans are to be made for data gaps if generated due to low foldage, villages, ponds, rivers, oil installations etc., and data is to be acquired in the gaps as per the optimized recovery plan using appropriate 3D survey design software. Subsequently it is to be verified whether the data gap is filled as planned.
2. When the source points /receiver locations encounter an obstacle requiring few source points /receiver stations to be moved to some other nearby locations from their pre-plot location, the same is to be done in consultation with SunPetro.
3. Due to some obstacles (like Village, Ponds, Rig installation), SunPetro may give relaxation in fold on case-to-case basis.
4. The priorities for moving source and receiver locations during recovery of missed source /receivers are as follows:
  - a. Move the source /receiver locations by less than half of the source /receiver interval in each direction- maintaining fold in each bin.
  - b. Do not reoccupy source or receiver locations, as duplicate ray paths do not add any valuable information.
  - c. However, when there are several source points /receiver locations to offset from the pre plot line, it is preferable to offset them in a continuous smooth line (e.g., in an arc of a circle) rather than as large sudden changes in the offsets. This will produce a smoother change in the shot and receiver gathers in addition to the midpoint distribution in the subsurface and, hence, improve noise cancellation, produce less acquisition footprint, and enhance imaging.

#### **C. Noise level**

- a. Controllable noises such as those due to movement of men, vehicles, equipment, cultural noises and source-generated noise should be reduced as much as

- practicable.
- Efforts should be made to keep ambient noise (noise due to wind, power line, surface logistics etc.) to a minimum.
  - Wind speed should be monitored in the survey area with a suitable device installed in the Instrument vehicle (recorder). Seismic operation shall be halted if the wind speed is more 10 m/s.
  - Noise strips should be recorded at the start and end of the day to evaluate the ambient noise level in the survey area.
  - The CONTRACTOR shall provide onsite QC processing facilities to evaluate the quality of data, in particular acceptable noise levels for any coherent noise trends.
  - The SunPetro's and CONTRACTOR 's representative shall decide on the best acceptable noise levels for the area of operation. The maximum permissible noise levels under which recording can start or continue shall be defined in terms of micro bar RMS.
  - The spread noise shall be checked and recorded on tape at the start and end of each day /swath /patch and in between at the discretion of the SunPetro's site representative (in case of significant change in the operating conditions). The noise shall be recorded with and without the low-cut filter in use and sine wave reference signal shall be recorded in one of the channels.
  - In general, the ambient noise for receiver system 25 micro volt RMS with the exception of the short duration noise bursts. Noise levels exceeding the above specifications shall not be accepted unless approved by SunPetro's site representative.

#### 6.1.2. Survey Parameters

##### A. Recording Parameters

Parameters	
Survey type	Time lapse 3D
Recording Type	24 bit floating (Sigma Delta)
Recording format	SEG-D Demultiplexed
Sample rate	2 ms
Recording filter	Low Cut: out High Cut: 0.8 N
Recording medium	Hard Drive & IBM compatible 3592 cartridges*

\*or any other media acceptable to SunPetro.

##### B. Field Parameters

The Parameters for time lapse 3D Seismic survey (1C/3C) are provided in the table below. If any changes in the parameters based on experimental survey, the CONTRACTOR shall take the approval of SunPetro.

Sr No	Parameters	
1	Group Interval (m)	30
2	Shot Interval (m)	30
3	Bin Size (m x m)	15 x 15
4	No of receiver lines (min) in a patch /swath	10
5	Receiver line interval (m)	360
6	Shot line Interval (m)	360
7	No live channels per line	192
8	No of live channels per shot	1920
9	Receiver line orientation	E-W
10	Geometry	Orthogonal (with Symmetrical split spread)

12	Receiver Pattern	Linear Spread with a spacing of 2.5m (Minimum 12 Receiver elements for 1 channels)
13	Pattern Center	On the receiver point
14	Template	Roll-In /Roll out (due to receivers falling in water area & which will not impact in full fold area)
15	Receiver Type	Sercel SM-24 or latest <b>Optional (Digital 3C Sensors)</b>
16	Full Foldage (Minimum)	40
17	Record Length (Sec)	8
18	Swath overlap	50%
19	No. of SPs per Salvo	60
19	Near. Offset (m)	35
21	Far In-line Offset (m)	2975
22	Max. Offset (m)	3030
23	Total No. of Shots (Approx.)	18000 (Approx.)*
24	Full Fold Area (Sq. Km)	120 (Approx.)
25	Shots per Sq. km (Approx.)	150

\*As per the parameters

- Acquisition to be done as per the above Acquisition Geometry. However, geometry may be modified, if ground condition/obstacles does not allow to follow the specified geometry, with mutual consent and prior approval of SunPetro.
- Details of offset azimuth, total numbers of shot points and fold distribution are to be provided along with project report.
- Foldage in a bin for all the offsets, in general, should be uniformly distributed. However, the total nominal non-redundant foldage in a bin should be maintained to 40. The CONTRACTOR may suggest alternate field parameters as per standard industry practice.
- The project report should be submitted along with relevant geometry attributes like fold maps, offset and azimuth distribution through Rose diagram and stick diagram.

#### Receivers

- The CONTRACTOR shall deploy sensors with close tolerance, low distortion, high sensitivity, high output receivers with natural frequency less than 5 Hz shall be deployed. The receiver should have factory matched sensitivity. The characteristic features of the receivers to be deployed are to be submitted. Receivers coupling with the ground should be ensured to get good signal to noise ratio.
- The polarity of all receivers shall conform to the standards i.e. compressional waves producing negative numbers on tape and to produce trough on the monitors. Magnetic tape recording /play back polarity and multi-channel monitor polarity shall be identical. The polarity of these and the wiring on each sensors type shall be tested before the start of the survey. This test shall be conducted to the satisfaction of SunPetro, before commencement of the recording. Whenever there is electrical disconnection, or any change in the signal routing, a similar test shall be carried out and documented.
- Each receiver channel location shall be positioned accurately using DGPS. At time of acquisition every effort shall be made to ensure that the location of each receiver and shot should not be more than 1m from its pre-plot location.
- The CONTRACTOR may deploy different types of receivers, if required, with prior approval of SunPetro.

### 6.1.3. Recording Instrument

The 3D seismic data shall be digitally recorded in SEG-D de-multiplexed format (24-bit floating point) on IBM 3592 compatible Cartridges (or other media acceptable to SunPetro). There should not be any deviation from the SEG recommendations. The cartridges used for recording shall be from one of the best-known brands widely used by the seismic industry viz. IBM (preferred) or Imation. For monitoring quality of 3D seismic data acquisition, provision shall exist for continuous display and recording of 3D seismic data of at least 1 trace at selectable offset for QC. Alternatively similar plots are to be provided through site QC system in near real time mode.

The CONTRACTOR shall record raw data from each receiver station. The CONTRACTOR shall provide the recording cartridges of raw data in SEGD /SEG-Y format respectively with all data related instructions for processing center.

All instrument test requirements shall be as defined below:

- i) Daily tests shall be performed at the beginning of each day for all equipment.
- ii) Monthly tests shall be recorded and processed by the CONTRACTOR as a secondary check to ensure that the proper QC procedures are in place and for verifying the results. The processed results shall be supplied to the SunPetro along with the test cartridges. The tests should include but not to be limited to the following wherever applicable:
  - Instrument RMS noise
  - Instrument Impulse
  - Instrument Distortion
  - Instrument Dynamic Range
  - Field RMS noise
  - Impulse Response
  - Field Leakage
  - Field Impulse

The following tests are to be carried out before the start of survey and at fixed interval or whenever sections /electronic modules are replaced:

- All tests as mentioned above
- Noise & Polarity test (for all sensors)
- The test performance of all equipment should conform to the recommended specifications of the manufacturers.

### 6.1.4. Survey Design and Binning System

CONTRACTOR shall provide an industry standard site survey design and 3D binning system with the following broad features:

- Provision for real time bin coverage and high-resolution color displays with a provision for hard copies.
- Bin editing facilities
- Operator-defined offset ranges and analysis of fold contributions
- Azimuth and offset distribution displays.
- Duplicate offset rejection as a user selectable option
- Bad trace rejection as user selectable option.
- Various attribute displays.

The bin data cartridges should, wherever possible, record four sets of information as listed below

- Survey set up parameters
- Survey lines and grids
- Bin database contents
- Source-Receiver data

Raw 3D binning system data and other data generated for the 3D survey including operator entries and bin data information should be provided to SunPetro by the CONTRACTOR.

### 6.1.5. Survey and Positioning

1. DGPS must derive hardware /software phase smoothened code data by either carrier aided smoothing (CAS) or integrated Doppler smoothing (IDS).
2. DGPS must have an update rate of not more than 2 secs and a latency rate of not more than 5 seconds.

3. DGPS should have an accuracy of  $\pm 10$  centimeter using standard single frequency C/A code equipment.
4. All positioning data at reference stations; monitor /control stations must be logged in WGS 84.
5. All data must be time tagged to GPS, time. On the mobile, this time should be used to time tag all positioning, seismic system, etc.
6. All available system QC data must be documented and include an explanation of the derivation of the information. Parameters must be quantified vis-a-vis the required accuracy.
7. As QC criteria, the DGPS computation should be based only on satellites with elevation more than 10 degree and PDOP (position dilution of precision) values shall not exceed 3.
8. All ionospheric and /or tropospheric models and corrections applied must be documented.
9. The relative accuracy of all reference and monitor co-ordinates should be established in terms of WGS 84 to an accuracy of 0.10 meter laterally and .10 meter vertically or better
10. The Integrated Navigation System shall provide a recorded position for each shot point location.  
Navigation data shall be identified by date, time, line, and shot point. Unique correlation between Navigation shot point number and seismic shot point number to be maintained.
11. Prior to survey commencement:
  - All positioning system equipment shall be calibrated in accordance with the acceptable industry standards (No equipment modifications, exchanges, or repairs will be made without informing SunPetro once the survey commences).
  - All necessary spare parts, operation and maintenance manuals, pre-plots, overlays, navigation charts, etc. shall be annotated with the co-ordinate system employed (Geodetic datum, Ellipsoid grid system, Projection, Central meridian, Standard parallels /origins, False Northing /Easting).
12. All relevant information on the Reference station(s) shall be recorded and made available to SunPetro (including dates, maps, locations, co-ordinate system and geodetic datum).
13. The correlation of shot point nos. and seismic record nos. should be continuous. Whenever a mismatch occurs, it should be recorded and reconciliation between shot points and seismic file nos. is to be maintained.
14. All system downtime due to lack of differential signals and equipment failure of all kinds will be the responsibility of the CONTRACTOR.
15. CONTRACTOR shall undertake final processing of all positioning data. Such processed data, comprising final source and receiver locations, shall be recorded in SPS format on IBM 3592 (or other media acceptable to SunPetro) and made available to SunPetro. A processing report detailing all processing, editing, filtering, smoothing parameters, etc. shall also be prepared by CONTRACTOR. The following output shall be supplied to SunPetro:
  - All raw navigation data are to be in UKOOA /SPS format and processed data in SPS format referenced to WGS-84 spheroid on tape /cartridge along with a copy of the format.
  - Final SPS data file reflecting any bad groups /traces if any.

#### Onsite Processing and QC

Navigation data processing should preferably be carried out in one integral network adjustment using all available data simultaneously, allowing for determination of statistical properties for all receivers. The calculation of source and receiver group co-ordinates shall include full statistical analysis including outlier detection and calculation of reliability measures, using the redundancy in the navigation data available.

All positioning processing and QC-processing shall be completed site. The CONTRACTOR will be expected to demonstrate within 24 hours of acquisition to the SunPetro site representative that the required accuracy has been met and that all post processing has been finalized.

All final /provisional positioning data and a daily log of all relevant positioning information (e.g. verification checks and results, system malfunctions, signal strength, periods of signal instability, deviations from pre-programmed lines, satellite fix parameters) shall be made available to SunPetro site representative on daily basis.

#### 6.1.6. Data Recording

CONTRACTOR shall harvest the raw data from each receiver and provide separately in SEG D /SEG Y format. CONTRACTOR shall provide details of format used while recording the data on Receivers on real time basis.

Recorded /Harvested data from Receivers shall be sent to the processing center on a regular basis, in case processing is done at SunPetro Office.

Recorded /Harvested data from Receivers should be provided in common receiver and shot gathers on IBM 3592 Cartridges (or other media acceptable to SunPetro) in SEG D /SEG Y format. These cartridges should be from one of the best-known brands widely used by seismic industry (preferably IBM) and they should not be more than six months old. For monitoring quality of 3D seismic data acquisition, provision shall exist for display and analysis of 3D seismic data after retrieving data from Receivers /cables.

#### 6.1.7. Playback Monitor Record

Playback paper monitor records for all kinds of seismic receivers during recording will be taken at every 10<sup>th</sup> shot displaying signals from seismic channels, shot instant, timing lines and file number.

However, SunPetro or its representative on board reserves the right to request monitor records at any shot.

#### 6.1.8. Instrument and quality assurance tests

All tests at the beginning of data recording & harvesting and periodical tests should be carried out as per OEM specifications to ensure the performance of the system. Proper QC procedures should be in place to verify the results. The test results shall be submitted to SunPetro along with the test cartridges.

The test performance of all equipment should conform to the recommended specifications of the manufacturers.

List of the tests to be carried out as specified by OEM should be provided by the CONTRACTOR along with the project report, which shall not be restricted to:

##### Pre-Deployment Tests

- DC Offset.
- Internal RMS noise
- Dynamic range
- Channel gain accuracy
- Harmonic distortion
- Common Mode Rejection ratio
- Impulse response
- Sensor leakage

##### Polarity Check

- A polarity test shall be performed during mobilization.
- CONTRACTOR should ensure the polarity of all traces exhibit the same polarity.
- Reverse polarity traces to be rectified or the receiver to be replaced immediately. This should be mentioned in the Observer's logs, flagged in trace headers.
- Polarity of seismic traces should be in accordance with SEG specifications

#### 6.1.9. Receivers System and Ground Electronics

##### Receiver Testing:

- I. All the receivers should be tested as per the standard procedure with an Analyzer and each sensor should have identification no.
- II. The test results should be documented, and the recording should be available in hard & soft copy.
- III. All receivers should conform to the manufacturer's specifications.
- IV. All the receivers should be checked and verified before start of fieldwork and regularly at least once in a month during the field season.
- V. The defective receivers should be removed from operations and rectified before re-deployment.
- VI. The first arrival of energy or a tap on the underside of receivers' systems should produce a negative number on tape and a down-going deflection on a paper



- monitor.
- VII. Tap tests, if necessary, may be carried out to check the general response of the string.
- VIII. Worn-out/broken connectors should be replaced prior to deployment.

**Receiver Plantation:**

- I. Digital Sensors / Receivers (1C/ 3C Sensors) should be firmly and vertically planted into the earth to ensure good coupling with ground.
- II. Receivers should be planted as close as possible to the staked position. In case of deviation, actual coordinates of the new location should be provided.
- III. Plantation near trees, power lines, houses, roads, cultivated fields, wind noise conditions etc. needs more care.
- IV. Receivers should be planted vertically and tightly coupled to the ground. Every Receiver should be oriented manually along the line bearing with the special auger tool provided for the purpose.

**Cables:**

- I. All recording cables shall be subjected to rigorous checking /repair /maintenance on continual basis to conform to the manufacturer's specifications.
- II. The end-connectors and the take-out connectors are to be maintained /cleaned regularly to remove the dust. Dust caps are to be used to protect the connector pins /sockets.
- III. Worn-out /broken connectors of the cables should be replaced
- IV. Appropriate Cable Repair Kits should be used for repairing the cable cuts.
- V. Each cable should have an identification number and the repairs and maintenance carried out on it should be documented /logged for reference.

**Ground electronics:**

- I. All ground electronics for field use shall be subjected to rigorous checking /repair /maintenance before deployment in the field as well as on continual basis in the field to ensure that the parameters conform to the manufacturer's specifications. Rotational maintenance for all ground electronics on the weekly basis for minimum 500 channels and related accessories.
- II. The connectors etc. should be cleaned daily after the fieldwork.
- III. If necessary, suitable protective cases may be made for handling in the field.
- IV. Proper documentation of the repairs/problems and test results should be maintained.

**6.1.10. Energy Source**

- Explosives or any other adequate source for achieving objectives and suitable for area of operation is to be used by the CONTRACTOR. The necessary experimentation for explosive sources for determining the charge size, charge depth and noise analysis for optimizing near offset etc. is expected to take maximum of two (2) days. The Up-hole surveys (along with recording of lithology) up to a depth of about 70 m are required to be carried out at a grid of 1 km X 1 km in the land part to identify the optimum shooting depth. The charge size requirement in the area varies from 2 kg to 5 kg and charge depth may vary from 20m to 35 m as per past seismic survey investigation in the area.
- Actual hole depth shall be decided based on the Uphole Surveys during regular production shooting in consultation with SunPetro's representative. Any charges in depth or charge size during the regular survey, it requires the prior approval of SunPetro's representative.
- The CONTRACTOR themselves shall make all arrangements to transport the seismic explosives and detonators and store in a temporary magazine established in an appropriate place near the working area, transportation of seismic explosives to area of operation and use of explosives as per Indian Explosives Act.

**General**

- Source position should be as close to staked position as possible. Deviations shall be recorded in observer's log with bearing and distance from staked position.
- The actual position of blasted hole should be located, and the information should be sent for processing along with the acquired data.



- In case of any shot position errors, the shot should be repeated at the correct position or resurveyed to obtain the correct position.
- Each source position will be placed to minimize damage to man-made structures/buildings etc. and the environment.
- Designing of source array (Explosive) may also be experimented, if required, with the prior approval of SunPetro.

#### **Explosives**

- Dynamite (Special Gelatine Class- II or III) along with electric detonators (Class VI / latest and govt approved) is generally used as the energy source. Explosives and detonators shall be arranged by the CONTRACTOR.
- Optimum depth for shot holes on each line shall be decided based on Uphole surveys in 1 km x 1 Km grid.
- While plotting the Uphole data litho-log and pulse shape /amplitude are to be integrated.
- Near surface model along inline and cross lines should be prepared incorporating actual elevations.
- The shot holes should be well tamped. If damage to nearby buildings, structures, etc. is expected then appropriate preventive steps either by increasing the shot hole depth or reducing the charge size
- Steps such as tamping the hole with cement slurry /Bentonite should be taken so as to improve the data quality as and when required.
- All loaded holes are to be blasted on the same day.
- Partial blast or misfires should be repeated.
- Blasted shot holes shall be filled with earth immediately after firing the shots.
- Shooting system after interfacing with recording system should be checked for field time break and Uphole time. The difference in the Uphole reading in the monitor plot should be within + /- 2 millisecond (one sample interval) with respect to the reading at shooters end.
- Shooting time as per applicable laws of the land.

### **7. QUALITY CONTROL SPECIFICATION & STANDARDS:**

Quality Control of the 3D seismic data acquisition is the responsibility of the CONTRACTOR. The CONTRACTOR shall carry out the acquisition in a fully professional manner and warrant that the survey information produced shall be of a quality acceptable to SunPetro as specified in the contract document. If the survey data recorded is not of a quality acceptable to SunPetro for a considerable part of area, then the CONTRACTOR undertakes to re-perform that part of the services causing dissatisfaction, at its own expense. The quality of work shall be certified by SunPetro's representative.

#### **7.1. Initial Calibrations**

Prior to commencement of data acquisition, the following must be ensured:

- A DGPS positioning health check
- All recording instruments to be proven to be functioning to manufacturers' specifications
- Good condition of all the cables /receivers with sufficient working spares to fulfill contract requirement

#### **7.2. CMP Coverage**

Data shall be acquired with fixed subsurface bins of 15m x 15m in Cambay Basin to obtain nominal fold coverage (40-fold) with offset distribution as specified in contract. In the inaccessible areas, minimum CMP fold requirement may be relaxed by SunPetro at its discretion. The said CMP coverage shall be achieved after removing bad traces, bad shots( including skipped shots, misfired shots), duplicate offsets, and mis-positioned shots /receivers.

#### **7.3. QC System Specifications**

- CONTRACTOR shall provide industry standards site 3D quality control system to monitor source consistency cable characteristics, navigation accuracy, seismic coverage, Atrial attributes and overall seismic and positioning data quality.
- CONTRACTOR shall also provide QC processing system with the facility of RMS amplitude displays, bad trace detection and editing, navigation data merge, near offset cube generation and preliminary stack processing.
- CONTRACTOR shall provide onsite facility for playing back the recorded data cartridge to facilitate offline QC of seismic and navigation data.
- CONTRACTOR shall provide the following but not limited to, before and at the end of

shooting of each line:

- a. All test reports
- b. Shot and Receives elevation
- c. Receivers Positioning accuracy
- d. Source navigation logs.
- e. Source positioning accuracy

Following QC checks shall be performed after harvesting of data and before delivered to SunPetro:

- a. Bad trace detection and editing,
- b. Navigation data merge,
- c. FX plot, Amplitude spectrum of receiver gathers (including CRG)
- d. RMS plot for shallow window, direct arrival window, and target window
- e. Fold map of data for different offset ranges
- f. Azimuth and offset distribution at an interval to be decided by site QC representative.
- g. CONTRACTOR should compare First Break positioning to cross-check with navigation positioning to incorporate in SPS.
- h. Brute stack for every 10th receiver line using velocity analysis.

#### **7.4. Bad Shots /Misfire**

- a. Any condition resulting in no record or unusable record will be called a 'misfire' and shot will be rejected . Following shall be considered as misfire and bad shots:
  - i. Detonator not fired or mis fired
  - ii. Firing time varying more than +1ms
- b. More than 3 parity errors, if Sync errors present
- c. Non-recording of positioning data
- d. Non-recording of data on cartridge for any reason whatsoever or loss to time zero
- e. Data recorded with incorrect instrument settings
- f. Loss of any element of positioning data
- g. Poor correlation between signatures from individual source arrays.

#### **7.5. Bad Group (Receivers)**

In case of receiver in following condition, shot will be rejected (to be repeated)

- a. Groups have leakage values less than 500 K Ohm.
- b. Groups which are dead /no response.
- c. Groups which are intermittent /sluggish /spiky /clipped response.
- d. Groups for which noise exceeds the units specified
- e. Groups not showing coherency with respect to adjacent traces
- f. Groups which show reverse polarity or are out of phase.
- g. Groups having distorted or phase shift

#### **7.6. Minimum Standards**

##### **I. Recording shall not commence /continue any swath/recording patch if:**

- a. At the start of daily shooting no receiver points to be as bad group.
- b. Recording to not continue if there are more than 2% bad receiver in active spread
- c. Ambient noise exceeds 10 micro bar RMS.
- d. Receiver position not more than 2 m in in-line and 2 m in crossline direction. However, in inaccessible areas it may increase with approval from SunPetro.
- e. Instrument noise exceeds manufacturers specifications
- f. Recording equipment is not operated within the manufacturer's specifications.
- g. Noise due to electrical source (e.g. 50 /60 Hz. picked up from ship's generator) is present. This should be eliminated without the help of notch filter of the recording unit
- h. DGPS is not providing specified accuracy
- i. Monitor camera is inoperative

##### **II. Recording shall not continue if:**

- a. In one template, a maximum of 12 receiver group (Channels) are found to be defective /bad.
- b. Maximum number 2 receiver group (Channels) defective in a receiver line
- c. More than two consecutive geophones (Channels) are defective in one line for two consecutive shots.
- d. If Four monitor records of the shot points are missing consecutively
- e. Two consecutive records are bad
- f. More than 2% of cumulative shots are bad on any line

- g. Differential Global Positioning System not functioning properly or not providing the desired accuracy.
- h. Online QC system is not functioning.

#### 7.7. **Re-Shooting**

CONTRACTOR shall re-shoot at his own expense, any misfired /bad recordings, where this re-shooting is required to maintain the minimum fold of coverage specifications in areas around natural and manmade obstructions. If more than 2 % of traces are bad or dead in any patch, reshooting will be required for the said patch.

#### 7.8. **Representation**

- a. To ensure co-ordination, timely and effective professional communication between SunPetro and the CONTRACTOR on various issues /points related to this project, the Operational Manager/Resident
- b. Representative must be positioned in Mumbai prior to commencement of survey till the date the contract is formally completed in all respects.
- c. CONTRACTOR 's representative shall be responsible for the general conduct of operations and shall accept the instructions and notes on behalf of CONTRACTOR.
- d. Operational Manager /Resident Representative should have qualifications and /or at least fifteen (15) years' professional experience in various aspects of seismic activities /operations and its management which are related to petroleum exploration.
- e. CONTRACTOR shall arrange to provide boarding (Indian food) and lodging at the basecamp/onsite and boarding for up to a minimum of three (3) and as per requirement for seismic operation SunPetro QC personnel for quality control and supervision during the field operation at no extra cost to SunPetro.

### 8. **WORK STANDARDS**

#### a) **Instruments**

- All instruments' settings should be as per decided parameters for all channels.
- Monitor records should be taken at regular intervals. Length of monitor is such that deepest/target event can be seen clearly.

#### b) **Receivers**

- Receivers / Sensors should be planted as close as possible to the staked position. In case the deviation due to obstacle etc., coordinates of a new location should be supplied to the processors.
- Receivers outside specifications should not be deployed.

#### c) **Energy Source:**

- Near-surface modeling for delineation of proper shooting medium should be done by regular compilation and analysis of the Uphole /Shallow Refraction Surveys in a database for placement of charge at optimum depth.
- Sources should be planted as close as possible to the staked position. In case the deviation due to obstacle etc., coordinates of a new location should be supplied to the processors.
- Uphole time as given by shooting system and as recorded on Monitor should not vary by more than  $\pm 2$ ms.

- d) The skips should not be kept to a minimum on a line /swath. In case of obstacles wherein large number of skips cannot be avoided, suitable recovery techniques should be adopted with mutual consent.

#### e) **Topographic Survey**

If the accuracies are not met the topographic survey work (Staking, Levelling etc.) should be repeated for the portion of the errors.

##### **Accuracies:**

In terms of WGS 84 spheroid: (GNSS Baseline Accuracies) Static /Fast Static

Horizontal: 5mm + 0.5ppm

Vertical: 10mm + 1ppm (Ellipsoidal Heights) Real Time Kinematic (RTK)

Horizontal: 10mm + 1ppm

- f) Vertical: 20mm + 2ppm (Ellipsoidal Heights)  
**Safety distances for seismic blasting works**

Object	Charge size, Kg			
	<1	1.1-2	2.1-5	5.1-6
	Distance in meters			
Factory, Well, oil well, high chimney, big water tank	50	70	100	100
House water tank	30	30	50	70
Not Solid House	20	40	60	80
Highway	20	30	50	70
Minor water pipe / irrigation water line	20	20	30	30
High voltage power line	30	30	70	70
Power line	20	20	30	50
High voltage power line (voltage>25kv)	50	70	100	100
Water well pump	50	70	100	100
Telephone line	5	10	10	20
Main water pipeline	50	50	70	100
Gas pipeline	20	30	30	50
Solid Temple	30	30	50	70
Concrete canal	20	30	50	70
Railway	20	30	30	50
Bridge	30	50	70	100
Field road	5	5	5	10
Black road	5	10	10	20

- g) **Pillaring**
- The number of pillars to be established and informed confirmed by Sun Petro's representative and /or third-party QC personnel.
  - All pillars are to be connected with the nearest GPS station and tied to the nearby line picket and shall have at least 3 permanent reference objects.
  - All pillars shall be made as per the specifications provided by SunPetro's representative and engravings/inscriptions shall be made incorporating Pillar no., Survey no., Field season etc.
- h) **Defective traces**
- A trace shall be considered defective if:
- A trace is dead. Dead traces, due to natural or man-made obstacles to receiver's plantation will not be considered as defective traces. Reasons for not planting the geophones properly at such places may be recorded in the observer's log. Suitable receivers like marshy geophones, hydrophones etc. be deployed in water covered areas/swamps without leaving data gaps
  - The recording system does not meet the manufacturer's specifications.
  - Its polarity is reversed and not logged/corrected.
  - If the instrument /field test results of the channel are outside specifications.
- i) **Defective recording**
- A record shall be considered defective if:
- Data is recorded without performing periodic instruments tests.
  - Data are recorded with incorrect instrument settings /wrong spread geometry definition.
  - Data recorded with only internal time break
  - Data was not identifiable to the recorded shot or not retrievable from magnetic tape cartridges
  - No detonation of charge /misfires occurs

- Shot with charge at outside  $\pm 1$  m of the pre decided optimum depth.
  - Partial detonation /Floating of explosive in a hole.
  - The number of defective traces exceeds twelve (12) of the active templates in a record.
- j) **Acceptable recording conditions**  
Recording shall commence only when the following conditions are present.
1. The number of defective traces within the defined limit given under specification.
  2. Prior to each shot, all reasonable and prudent measures shall be taken to ensure that:
    - The recording system is in proper working order.
    - The source and detectors are properly placed.
    - All monitoring devices are functioning.
    - Prescribed system tests have been conducted.
    - Shot holes are drilled to  $\pm 1$  m of required optimum depth.
  3. Sufficient personnel are present to conduct the survey operations efficiently and safely.
- k) **Work shall not continue on any day if:**
- More than 2% of active traces are defective.
  - Two consecutive records are defective.
9. **KEY PERSONNEL**
- I. The key personnel and crew should be experienced, skilled, professionally competent and suitably trained to carry out 3D seismic data acquisition as per the scope of work. The key personnel like Project Manager, Seismologist/Geophysicist (Operation Manager), Topographic survey Manager, Quality Control (QC), should have at least 5 years of in- line experience (3D seismic acquisition) and completed at least three (3) Onland 3D seismic project successfully. Party chief for project should have at least ten (10) years of experience. HSE Manager should have at least five (5) years of experience in 3D seismic data acquisition
  - II. Minimum one processing geophysicist /analyst/Manager having experience of Onland data acquisition project should be deployed for QC of the recorded data.
  - III. The CONTRACTOR shall submit an undertaking that the experts /personnel to be deployed under this contract shall meet the above experience criteria. However, the CV's and experience certificates towards satisfactory fulfilment of experience in respect of the experts /personnel shall be submitted for approval of SunPetro before deployment of the experts/personnel, also includes rotation of personnel throughout the project. SunPetro reserves the right to accept the deployment of the experts deemed suitable for the job.
  - IV. In case the number of experts as mentioned above fall short, then SunPetro may stop the work till such time the specified number of experts are deployed. The consequences of any delay in project completion due to such stoppages of work shall be borne by the CONTRACTOR.
10. **GENERAL CONDITION**
- A. **Purpose**  
The work standards set forth earlier are intended to provide a reasonable minimum standard of reference for CONTRACTOR's work performance. However, the CONTRACTOR may suggest better work standards prior to commencement of survey for consideration by SunPetro.
  - B. **Shutdown of Operations**  
SunPetro's representative may request cessation of recording operations at any time if in his opinion CONTRACTOR's work performance or data acquisition is not as per specifications covered in this Contract.
  - C. **Modification of Specifications**  
Any alteration or modification of these specifications shall be only with the prior approval of SunPetro.
  - D. **Communication**  
The CONTRACTOR shall keep SunPetro's site representatives fully informed at all times and maintain continuous, effective two-way communication between the work area and SunPetro.
  - E. **Data Acquisition**  
At all times while survey is under way, CONTRACTOR's operator shall ensure that all recorded data are readable, accurate and properly annotated.
  - F. **Damage to Installations /Environment**  
The CONTRACTOR shall ensure that no damage of any sort occurs to the existing surface /sub-surface installation in and around the area of survey including the environmental damages.
  - G. **Health, Safety and Environmental**

The CONTRACTOR shall ensure that all operations undertaken within this contract are conducted in a safe and responsible manner. The HSE standards employed shall conform with those normally expected in the offshore industry and shall, as minimum, comply with all IAGC and E&P Forum guidelines.

#### 11. SPECIAL CONDITIONS

- I. To acquire the best quality of 3D seismic data is the responsibility of the CONTRACTOR. SunPetro's QC representatives will also be associated with the work throughout the contract period to ensure security, confidentiality, and Quality Control of acquired data and for overall monitoring as per contract.
- II. CONTRACTOR shall provide suitable and fully equipped recording instruments for the quoted job. The age of the offered recording instruments shall not be more than 5 years.
- III. Due to presence of permanent physical obstructions in the survey area (s), the CONTRACTOR is able to complete 95% of awarded volume, then the work shall be deemed to be completed. Such reasons should be certified by SunPetro's Site QC representative and accepted by SunPetro.
- IV. A permit / public relations officer carried out a public relations function ahead of the survey liaise with landowners and local government and legal bodies as required.
- V. CONTRACTOR shall be responsible for the assessment of damage claims and crop compensation claims and for the administration, verification, payment and distribution of bonafide compensation claims (immediately following recording) once approved by Company's on Site Representative.
- VI. CONTRACTOR shall be responsible for and provides all transportation involved in these duties, to the standard as set out in the contract, together with office facilities, supplies and radios as required.
- VII. Procedures were developed and agreed between Company and CONTRACTOR, prior to start up, for all crop, public relations and damage related activities.
- VIII. A computerized database (MS Excel) was implemented on the crew to monitor, track and account for all crop compensation and related costs. The crew provided necessary personnel.
- IX. CONTRACTOR shall provide suitable and fully equipped seismic equipment's (including source & receivers), for the 3D seismic data acquisition with spares and consumables whatsoever necessary for the full and proper execution of the work hereunder.
- X. CONTRACTOR shall provide all competent personnel for manning of the survey work together with all necessary supervisors who should be fluent in English language. On SunPetro's request, CONTRACTOR shall remove and replace at his own expenses any of the CONTRACTOR's personnel whose presence is considered undesirable in the opinion of the SunPetro.
- XI. CONTRACTOR shall be responsible for all requirements of its personnel, and of sub-CONTRACTORS, if any, including but not limited to housing, normal medical services, boarding, transportation (air, marine and land), vacation, salaries and all amenities, termination payments and all immigration requirements at no extra charge to SunPetro.
- XII. CONTRACTOR shall be responsible for insuring its personnel against injury and death and also for insurance of all offshore and onshore Equipment, (s) etc.
- XIII. CONTRACTOR to arrange all applicable clearances, if required, from various authorities like MoHA, MoD, district administration, MoEF, and custom etc. for manpower and machinery deployed for the work.
- XIV. All documentation related to the proposed seismic survey is the responsibility of CONTRACTOR. However, SunPetro will facilitate the process.

#### 12. REPORTS & SCHEDULE OF PERFORMANCE

Prior to mobilization for the 3D survey, the CONTRACTOR shall present a documented strategy to achieve the required positioning accuracy. The plan shall be as a minimum comprise of:

- Description of equipment
- Calibration and QC procedures
- Equipment spares levels
- Observation redundancy levels
- Acceptance criteria
- Methods to assess network reliability



After mobilization, the positioning strategy document shall be updated with actual equipment to be used and serial numbers, offset diagrams giving relevant offset measurements from the applicable reference point(s) and calibration /verification results.

CONTRACTOR shall submit pre-plot maps and project execution report to SunPetro for approval as soon as possible.

**CONTRACTOR shall submit the following reports on regular basis:**

- Daily progress report on data acquisition (as per Appendix-3, 4 & 5) signed by CONTRACTOR and SunPetro representative.
- Consolidated reports for each month for payment purpose (as per Appendix-"7"), signed by CONTRACTOR and SunPetro representative
- Three copies of operational field & Navigation report in proper format within the contract period.
- Three sets of positioning post plots as per item are to be submitted within the contract period.
- All reduction and post-plotting of navigation data shall conform with the geodetic parameters.
- Along with seismic and navigation data of each seismic line, the CONTRACTOR should deliver necessary QC information, support documentation, test data and field processing information to SunPetro so that processing of the 3D seismic data may be carried out in a timely manner. This shall include (but not limited) all information specified in this Section. For example, swath /spread diagram, geometry of antenna, seismic-energy source and cable, water depth, etc.
- The deliverables and the details are to be provided as per the format given in Appendix-8 within 30 days after completion of the survey or within contract completion date, whichever is earlier.

#### **Observer's Report**

Observer logs should as a minimum contain the following information on each page in header:

- a. CONTRACTOR name
- b. CLIENT project number and line number
- c. Line heading
- d. Date
- e. Tape number(s) and corresponding tape-drive identifier
- f. Shot point and file numbers
- g. Number and time of first and last shot point
- h. Number and time of first and last acceptable shot point
- i. An indication of test and noise records
- j. An indication of misfires, stating the reason
- k. Any change in the bad traces in the configuration
- l. Weather during shooting
- m. Major Recording parameters
- n. Any change in recording parameters where applicable

#### **Tape labels**

Tape labels shall be used, which as a minimum contain the following information in a readable form:

- a. Acquisition CONTRACTOR and SunPetro logo
- b. Block name
- c. Area or survey name
- d. Line number in full, including prefixes and suffixes
- e. First shot point number
- f. Last shot point number
- g. First file number
- h. Last file number
- i. Data format
- j. Recording date
- k. Cartridge number
- l. Sampling Interval
- m. Record Length

#### **Tape transmittal procedures**

At the earliest opportunity, or as requested by SunPetro, CONTRACTOR shall ship the first copy of all data tapes to a processing Centre or tape archiving facility designated by the SunPetro. Once the first copy is considered to have been read successfully, CONTRACTOR shall deliver the second copy of the data tapes along with data on portable hard disk to the SunPetro Mumbai Centre.



CONTRACTOR shall remain responsible and accountable for safeguarding the data, until the last tape copy has been delivered at its destination.

Cartridges containing only rejected lines or line segments shall be marked 'DNP' or 'Do Not Process'. DNP tapes should be included in the data shipments so that no confusion is possible about missing tape numbers. DNP tapes should be copied, if they contain data.

An electronic and paper copy of a tape transmittal form duly verified by SunPetro onsite representative shall accompany all tape shipments. A further electronic copy of the transmittal shall be sent by e-mail to CLIENT at the time of the data shipment. The electronic copy shall be tabulated with one row for each tape. The transmittal form should show, the tape identifier number, with file and shot point ranges for each tape, and highlight the rejected tapes as 'NTBP'.

**13. SEISMIC DATA PROCESSING (PSTM & PSDM DATA)-1C /3C**

- Anisotropic Pre-Stack time migration (PSTM) and Pre-Stack depth migration (PSDM) processing of the acquired 3D seismic data and the vintage data set shall be carried out by the CONTRACTOR. The objective of seismic data processing is to obtain high resolution subsurface image. In case the processing job is subcontracted, it is to be awarded through bidding process, on actual cost basis.
- In order to minimize the turn-around time for availability of processed data for interpretation, onsite QC and preliminary Processing is preferred onsite. Additional processing steps may be suggested at later stage. However, production processing may be undertaken in processing centre, concurrently with the seismic acquisition
- CONTRACTOR shall carry out all the Pre-Stack Time Migration (PSTM) and Pre-Stack Depth Migration (PSDM) of all the acquired 3D seismic data with latest workflow and using standard software used in industry. During the processing the CONTRACTOR preserves amplitude variation with offset or angle without applying any offset or angle dependent gains in the gathers. However, the processing flow as mentioned in SoW is tentative and general in nature, CONTRACTOR to also use other advanced tool to enhance the data quality as deemed fit. PSTM and PSDM workflows to be discussed and finalized before starting PSTM and PSDM processing. Number of angle stacks and angles ranges of the angle stacks to be finalized after analyzing the final angle gathers.
- CONTRACTOR shall submit final processing sequence to SunPetro.
- CONTRACTOR will discuss the seismic data processing parameters with SunPetro representative prior to the starting of the processing and during the processing from time to time. Before/after/difference QC plots need to be displayed wherever applicable. The CONTRACTOR is encouraged to use difference plot analysis for possible artefacts. In addition to input to output difference, A-(A intersection B) and B-(A intersection B) should also be analyzed for artifacts, where A is input and B is output wherever applicable.
- All necessary testing to determine optimum processing parameters consistent with good International Geophysical Industry practice will be performed prior to commencement of production processing.
- The final processing parameters will be decided upon with the approval of SunPetro's representative.
- CONTRACTOR shall deploy qualified and experienced team to undertake the processing work.
- CONTRACTOR will highlight the improvements in seismic data brought out during the processing at each stage.
- CONTRACTOR will use its best experts and latest workflows for the seismic processing to get the best processed data.
- CONTRACTOR can add or modify processing steps to improve the seismic data quality in discussion with SunPetro.
- Three copies of all deliverables to be provided, one in IBM 3592 JC media or other media acceptable to SunPetro and in addition two copies of deliverables in Hard disks need to be submitted to SunPetro.
- CONTRACTOR shall deliver all the Harvested Raw Data with all relevant header information (Continuous Receiver Gather) in media specified by SunPetro.

**Basic Processing Sequence:**

CONTRACTOR shall undertake basic processing at 2 ms sample rate The data processing rates per sq km shall be inclusive of all the test processing, corresponding QC products (e.g. paper plots screen dumps wherever required etc.) & preparation and submission of deliverables/outputs.

If, different type of source-receiver combination is deployed in the areas having different environments for acquisition of the data, a suitable processing sequence/technique as required for such data is to be ensured by the CONTRACTOR. The general indicative processing sequence is suggested as under, however, CONTRACTOR is encouraged to revise processing sequence or workflow, if required, for improved time/depth imaging with mutual consent. SEG convention for polarity with 2 ms sample interval of the data to be maintained.

### **PSTM Processing:**

1. Data Loading to internal format (from SEG2 to internal format conversion)
2. Reformat & Nav Merge-SEG2 output-Geometry QC offset overlay and LMO, near offset cube QC
3. FB pick and analysis of acoustic positioning data information to refine geometry
4. Instrument delay correction if any
5. Editing and removal of bad trace/ bad shot/noise bursts etc.
6. Refraction statics solution
7. Noise Removal (direct arrival and linear and coherent noise Removal of ground rolls,
8. Spherical divergence correction
9. Source and Receiver datum correction to MSL
10. Velocity analysis-pass 1 (grid 1 km X 1 km)
11. Surface consistent amplitude correction-pass-1
12. Multiple attenuation
13. Surface consistent amplitude correction-pass-2
14. De-convolution (tau-p domain/TX domain /surface consistent), whichever is suitable.
15. Q-Compensation (phase only) based on seismic or well data after testing
16. 2nd pass velocity analysis in approximately 500mx500m grid.
17. Surface consistent residual static estimation and application
18. Offset/Fold regularization through trace interpolation preferably 5-D & binning to OVT/COV
19. High resolution 2D/3D Radon de-multiple.
20. Diffracted /Apex shifted multiple attenuation, if required
21. Residual/ coherent/ non-coherent noise attenuation.
22. Zero phasing
23. Residual denoise/data conditioning- CDP/CMP gathers (input to PSTM) SEG2 o/p
24. Target line migration with aperture 5 km radius and 75 degree dip. Testing of all required migration aperture parameters,
25. RMS Velocity analysis in a grid preferably 500m x 500m by incorporating available well data for anisotropic parameters.
26. Residual Velocity analysis and updating of velocities
27. Estimation/picking of Eta for anisotropy
28. Azimuth preserved APSTM (VTI/TTI) enabling minimum 12 azimuth sectors/ OVT PSTM as decided in the QC meetings with proper aperture after testing
29. Residual move-out (4th or higher order / anisotropic term) calculation and velocity updating (if required) □ SEG2 o/p.
30. Full azimuth APSTM gather after flattening (to be decided in consultation with client for degree of flatness) without mute (SEG2 o/p)
31. High Density Velocity Analysis
32. Remnant linear noise and High resolution 2D/3D Radon multiple attenuation
33. Q-Compensation (amplitude only, if desired) based on seismic and/or well data and/or VSP
34. PSTM Gathers (output after residual move out, Radon De-multiple correction & denoise (without any mute , SEG2 o/p)
35. PSTM stack (Full & multi azimuth, Angle stacks) ( SEG2 o/p)
36. 3D trim statics if required
37. Post stack processing including Random noise attenuation (FXY), Spectral whitening, Deconvolution, Filtering on desired band, Foot print removal, as required
38. Full and multi azimuth PSTM Stack (SEG2 o/p)

### **Note:**

- SunPetro also requires High Density Velocity Analysis.
- The above sequence is bare minimum and indicative only. The CONTRACTOR's experts to design and implement any other improved workflow and offer best practices in seismic data processing commensurate with latest industry standards. Any addition/deletion based on testing results can be done with mutual consent.

- In case 3C processing, both compressional and shear components processing will be carried out.

#### **PSDM Processing:**

1. Initial Interval Velocity model building from RMS velocities (well data like: logs, VSP, TD curve may be included in building initial model)
2. Isotropic Velocity Model Construction
3. Isotropic Velocity Model Update
4. Derivation of initial vertical delta and epsilon function and volume
5. Anisotropic velocity model update
6. Well marker mistake analysis
7. Anisotropic tomographic refinements (minimum 5 iterations) for anisotropic depth Interval velocity model and subsequent Delta / Epsilon volume refinement after each iteration by estimating residuals.
8. Key Horizons (no of horizons as mutually agreed at the time of processing) may also be incorporated where well markers are available (for depth matching at well locations).
9. Anisotropic PreSDM (Kirchhoff).
10. Raw Stack (Anisotropic PreSDM (Kirchhoff) SEGY o/p
11. High Density Velocity Analysis.
12. Final Gathers output (without any mute) SEGY o/p
13. Gather flattening/Trim statics if improves stack response.
14. Final stack, angle stacks.
15. Final stack scaled to Time (Anisotropic PreSDM (Kirchhoff)
16. Post migration processing: Random noise attenuation, Spectral whitening, De-convolution, Foot print removal, Filtering on desired band as required-(Anisotropic PreSDM (Kirchhoff)-SEG Y o/p
17. Updated anisotropic depth Interval Velocity, Delta & Epsilon volumes used for migration (SEG Y o/p)
18. Anisotropic Depth interval Velocity (after depth calibration using well data) - SEG Y o/p
19. Final depth interval velocity converted to time (ASCII format)



#### **QC outputs and processing workflow**

CONTRACTOR to provide processing workflow to do QC analysis acquired data and stack response may be generated to assess the acquisition data quality. Raw data

- Nav merge
- Band pass filter
- Residual statics
- AGC
- NMO (single velocity function or brute stack velocity)
- Front mute & stack

#### **14. UPHOLE RECORDING SPECIFICATION**

1. CONTRACTOR will use upholes for conducting weathering layer control in on land part. 'Detailed' upholes will have either seismic sources or downhole phones positioned at specific intervals. Drill cuttings will be analyzed, and a detailed lithology description will be reported for every detailed uphole. The purpose of detailed upholes is to provide a detailed velocity profile of the near- surface sediments.
2. The grid for uphole survey is 1 km X 1 km. Uphole coordinates and nearest station numbers will be recorded on paper plots, logs and in the headers of magnetic media. During production, uphole times will also be taken at each shot hole location.
3. Upholes will be drilled to depth of 70 meters at location or as agreed prior to start up. It is the responsibility of CONTRACTOR to obtain any permits to drill to the required depths, and to satisfy the local authorities that any aquifers encountered will be unharmed.
4. Specification for uphole to be decided by CONTRACTOR with consent of SunPetro.
5. The onsite drill supervisor will liaise with Company Representative to establish a methodology for log lithology attributes. The company seeks to map the shallow subsurface weathering layer by correlating similar events between upholes. Near Surface Model (NSM) should be prepared and updated after recording each uphole
6. The uphole data will be recorded in the field to minimize differences from record to record.

- The gain scalars shall change only from record to record and not from trace to trace. The number of pops (or blows) in each stack and the gain parameters must be recorded.
7. Processing of the first breaks of the uphole data should be conducted using a multi-layer model in a suitable computer program where lithologies and velocities are plotted. All plots should be retained and original data saved on magnetic media.
  8. Processing of the full wave field data shall be limited to examination of the data from 0-2000 msec to ensure that the data is spike free and random bursts are minimized.
  9. Each detailed uphole will be contained on a hard disk This should contain:
    - Raw data files as recorded in the field
    - The same files as above, but in SEG Y format with all the relevant data in the headers.
    - Original and scanned copies of the crew TX interpretation.
    - Original and scanned copies of the uphole observers' logs.
    - Original and scanned copies of the driller's lithology log
    - Any other data pertinent to the processing of the uphole such as a check shot /VSP for first break analysis.
  10. CONTRACTOR shall abide by the regulations covering such drilling operations described above and will ensure that each hole is adequately covered while in an open condition. Further the CONTRACTOR is required to ensure that each hole is adequately plugged after the uphole recording operation has been completed.
  11. All drilling equipment will be operated in accordance with the manufacturer's specifications.

## 15. PROJECT DELIVERABLES

Following deliverable are to be submitted.

Following deliverable are to be submitted:			
A	Prior to Mobilization completion (Three Copies)		
1	Project report including HSE Plan	PDF	Hard disk
2	Preplot	SPS	
3	Equipment Calibration	PDF	
4	All Test Reports	PDF	
B	On Completion of Seismic Acquisition Project		
B.1	Positioning Data (Three Copies)		
1	Raw Navigation data	SPS, P2/91 or P2/94	Cartridges and Hard Disk both
2	Processed Navigation data	SPS, P1/90	Cartridges and Hard Disk both
3	Consolidated Receiver Position (Preplot, First Break Position and Deviation from preplot)	.txt/.csv/.xls	Hard disk
B.2	Seismic Data (Three copies & other data Two Copies) :1C/3C		
1	Raw Data with all relevant header information (Continuous Receiver Gather)	SEG D / SEG Y	Hard disk and Cartridges both
2	Nav merged Receiver Gathers at specified record length with all applied corrections (reverse channel) with all header information.	SEG Y	Cartridges and Hard Disk both
3	Deblended Nav Merge Receiver Gather of in case of Simultaneous Shooting	SEG Y	Cartridges and Hard Disk both
4	Near trace data volume after binning	SEG Y	
5	Raw Stack	SEG Y	
6	Decon /NMO/DMO Stack	SEG Y	
7	Raw and PSTM gather /PSDM Gather	SEG Y	

8	Angle Stacks (PSTM and PSDM)	SEGY	Cartridge and Hard Disk both
9	Seismic Velocity (High density Picking, Migration and Stacked)	ASCII and Segy	
10	PSTM and PSDM Stack	SEGY	
11	Anisotropic parameter volume	SEGY	
12	Processing Report (PSTM and PSDM)	PDF and Word	
<b>C</b>	<b>Other Data (Two Copies)</b>		
1	All QC Plots / Displays	PDF/jpeg	Hard disk. and Hard copy
2	Source Logs, Nav. Log, Observer Reports	.txt/.csv/.xls/PDF	
3	Elevation data	.txt	
4	Observer report	PDF	
5	Uphole Survey data and Report	ASCII , PDF	
6	Experimental Report	PDF	
<b>D</b>	Final Operational Report (Four Copies including hard copies)	PDF	

## Appendix-1

### **Format for Technical Details of Equipment, Personnel and Experience**

Please provide details of the following: All equipment using in the survey should be less than 5 years old from the date of LOI. This is a 3D seismic project, and no tolerance will be acceptable to acquire good quality data.

#### **1.1 Energy source (Explosive)**

- ❖ Make & Type
- ❖ Class
- ❖ Diameter

#### **1.2 Seismic Cable**

- ❖ Make and type of system
- ❖ No. of cables proposed for the survey
- ❖ Effective length of the cable
- ❖ No. of channels
- ❖ Groups per cable
- ❖ Available Group Interval
- ❖ Receiver type (1C/3C)
- ❖ Receiver per group and configuration

#### **1.3 Receiver**

- ❖ Make and Type
- ❖ Model
- ❖ Sensitivity
- ❖ Frequency response

Note: A minimum 50% of spares equipment shall be available in the field to meet the requirement of uninterrupted data acquisition till completion.

#### **1.4 Navigation /Positioning Survey System**

##### **1.4.1 DGPS Equipment**

###### **a) Fixed Receiver**

- Receiver type
- Number of Channels

###### **b) Mobile Unit**

- Receiver type
- Number of Channels

###### **c) Differential Correction Carrier**

- Frequency :
- Update Rate
- Latency
- No. of reference Stations and their maximum distance from prospect

##### **1.4.2 Integrated Navigation System**

- Type :
- Model :
- Make :

#### **1.5 3D seismic data Recording System**

- Make, Type & Model :
- Number of channels :
- Number of auxiliary channels:
- Low cut filter :
- High cut filter :
- Recording Format :
- Recording media :
- Number of Cartridge drive :
- Sampling rates :
- Record length :

##### **1.5.1 Site QC processing Displays Recording Oscillograph**

- Type :
- Number of channels :



- Paper width :
- Normal display :

### **3D Binning Real Time Display System**

- Hardware & Software detail :
- Manufacturer :
- Hard copy :
- Re-computation times (typical) for bin expansion testing:
- Attribute display facilities :

## **1.6 3D seismic data Processing System**

- Hardware Details
- Application Software modules
- System configuration

## **1.7 Navigation Data Processing**

- Hardware Details:
- Software Details :
- Turn Around Time :
- Plotting Capability :

## **1.8 Details of CONTRACTOR's Key Personnel for Acquisition /site Processing**

(Please attach CV of the personnel planned to be deployed for the project): Proper rotational break is required for all key personnel as per the standard 3D seismic survey and crew change plane should be sent one week before with attachment of CVs (for the new personnels) to SunPetro representative.

- Details of Key Personnel
- Experience
- The key personnel comprise of:
  - a) Project Manager (15 Years experience, with certificates) -1
  - b) Seismologist /Geophysicist (Operation Manager) (10 Years experience, with certificates) -2
  - c) Topographic survey Manager (15 Years experience, with certificates) -2
  - d) Quality Control (QC Geophysicist 5 Years experience, with certificates)-4
  - e) Party Chiefs (15 Years experience, with certificates)-1
  - f) Processing Manager (15 Years experience, with certificates)-1
  - g) Processing Geophysicist(s) (10 Years experience, with certificates)-1
  - h) HSE Manager /Head (15 Years experience, with certificates)-1
  - i) For Tamping (filled the shot hole with mud) of the shot hole after loading the explosive in shot hole, ten (10) Skilled personal, experienced in seismic data acquisition should be deployed and at least 1 personal for per10 shot holes
  - j) For checking the receiver (Geophones) plantation of the geophone strings at least per receiver line four (4) skilled personal experienced in seismic data acquisition should be deployed in the field.

## FORMAT FOR GENERAL INFORMATION

### **2.1 Seismic Electronic Module**

- Group sensitivity
- Nearest offset
- Dynamic Range
- Low Cut Filter
- High Cut Filter
- Sampling Rate
- Type of A /D Converter and resolution
- Farthest offset

Note: Where appropriate, details to be provided for both hydrophone and WSI (RT SYETEM 2) sensors.

### **2.2 Radio Network Set (SSB, VHF & MARISAT Etc.)**

- No. of sets which will be deployed
- Make
- Model & Type
- Frequencies
- Band width
- Range
- Radiated Power
- Type of emission
- Other specifications, if any

### **2.3 Auxilliary /Other Equipment**

List to be provided with specifications

### **2.4 Standby Equipment & Major Assemblies**

List to be provided with specifications

### **2.5 Health, Safety and Environment Equipment**

### **2.6 General Information**

1. Number of 3D crews maintained.
2. Number of site 3D seismic data processing installations

Note: Any additional information may be furnished on separate sheets where this information is relevant to the project

Appendix-3

**FORMAT FOR DAILY PROGRESS REPORT – Receiver**

**PROJECT: Land & 3D Seismic Data Acquisition**

**CONTRACT NO:**

**Date:**

**Block:**

Sr No	RECORDING Instrument	Seq. No.	Receiver Line No	Deployment	Retrieved				Remarks
				No of Receivers /cables Deployed	No of Receivers /cables Retrieved	No. of Receivers /cables Harvested	No of Bad Receivers /cables	No of Receivers /cables Accepted	
								e=c-d	
1									
2									
3									
4									
	<b>Cumulative Daily</b>								

1. Cumulative Receivers /cables Deployed (Monthly):
2. Cumulative Receivers /cables Deployed (Project):
3. Cumulative Receivers /cables Retrieved (Monthly):
4. Cumulative Receivers /cables Retrieved (Project):
5. Cumulative Bad Receivers /cables (Monthly):
6. Cumulative Bad Receivers /cables (Project):
7. Cumulative Accepted Receivers /cables (Monthly):
8. Cumulative Accepted Receivers /cables (Project):

Comments:

(Signatures)  
Party Chief

(Signatures)  
SunPetro Representative

## Appendix-4

### FORMAT FOR DAILY PROGRESS REPORT- SOURCE

Project: 3D seismic data Acquisition (Block Name: .....)

Contract No:

Date:

Block:

S No	Source Name	Seq. No.	Shot Line No.	FG SP	LG SP	Total No of Shots	Skip Shots	Bad Shots	Accepted Shots	Repeat Shots	Recovery / Addition al Shots	Remarks
				a	b	c= (b-a)+1	d	e	f=(c-d-e)	g		
1												
2												
3												
Cumulative Daily												

1. Cumulative shots (Monthly):
2. Cumulative shots (Project):
3. Cumulative bad shots (Monthly):
4. Cumulative bad shots (Project):
5. Cumulative Accepted (Monthly):
6. Cumulative Accepted (Project):

1. Cumulative Repeat shots (Monthly):
2. Cumulative repeat shots (Project)
3. Cumulative Skip shots (Monthly):
4. Cumulative Skip shots (Project):

(Signatures)  
Party Chief

(Signatures)  
SunPetro Representative

## Appendix-5

**Project: 3D seismic data Acquisition**

**Contract No:**

**Date:**

**Block:**

Sr No	Name	Source/Node handling	Stoppage of work		Total time		Chargeable Standby			Remarks
			Start time	End time	Downtime	Standby	Daily	Monthly	Project	
1										
2										
3										
	Cumulative Daily									

Comments:

(Signatures)  
Party Chief

(Signatures)  
SunPetro Representative

# Appendix-6

## FORMAT FOR ACCEPTANCE OF MONTHLY COVERAGE FOR PAYMENT PURPOSE

Project: 3D seismic data Acquisition (Block:.....)

Contract No:

Period:

Prospect:

SI No	No of shots covered	Accepted /Chargeable Shots	Area covered sq km	Chargeable Area covered sq km	Remarks

1. Total Coverage sq km (Under report)
2. Total Chargeable Coverage sq km (Under report)
3. Total Cumm. Coverage sq km (Prospect)
4. Total Cumm. Chargeable Coverage shots (Prospect)

(Signatures)  
Party Chief

(Signatures)  
SunPetro Representative



## FORMAT OF DELIVERABLES

**BLOCK:--**

**CONTRACT NO.**[illegible]

(Party Chief )

SunPetro Representative

## Appendix-8

### FORMAT FOR EQUIPMENT ACCEPTANCE

Reference: Contract No. \_\_\_\_\_

It is to certify that the equipment \_\_\_\_\_ has on \_\_\_\_\_ at \_\_\_\_\_ hrs IST has been deployed in area \_\_\_\_\_.

All the equipment has been fully tested, calibrated and put into operation as specified in the contract.

1 sq km of accepted data on swath \_\_\_\_\_ has been acquired in the survey area \_\_\_\_\_.

Signature .....  
Name .....  
Party Chief

Signature.....  
Name.....  
SunPetro site representative

## Appendix-9

### FORMAT FOR COMPLETION CERTIFICATE

Reference: Contract No. \_\_\_\_\_

(i) This is to certify that the \_\_\_\_\_ has on \_\_\_\_\_ at \_\_\_\_\_ hrs IST has completed the acquisition of 3D seismic data including suitable infill in the survey area \_\_\_\_\_ as specified in the contract.

OR

(ii) This is to certify that the m /s Asian services Ltd has acquired \_\_\_\_\_ shot points with against the awarded volume of \_\_\_\_\_ shot points in the survey area \_\_\_\_\_.

Signature.....  
Name.....  
Party Chief

Signature.....  
Name.....  
SunPetro site representative

## Appendix-10

### FORMAT FOR DEMOBILISATION CERTIFICATE

Reference: Contract No. \_\_\_\_\_

This is to certify that no data pertaining to above referred contract is left onsite of M /s \_\_\_\_\_. All data acquired /processed so far under the referred contract by this has been offloaded

Also, it is confirmed that all data in hard disks or any other storage media has been downloaded, cleared and deleted.

Signature.....

Signature.....

Captain of.....

Party Chief.....

Checked and found the above statement is in order and no data remains on board. All data stored in disks of computer systems and other storage media has been downloaded, cleared and deleted.

Signature.....

Name.....

SunPetro site representative and /or third party QC representative

## Appendix-11

### DATA LOAD SHEET

GENERAL INFORMATION			
Survey Area		Data Type	DMO stack /Raw Migration /Final Migration
Type	3D		
General Remarks:			

PROJECTION TYPE UTM NORTH	GRID ORIGIN X _____
DATUM _____	GRID ORIGIN Y _____
SPHEROID _____	BASE ANGLE _____
SIDE ANGLE _____	

Upper Left in line _____
Upper Left Trace _____
X Coordinate _____
Y Coordinate _____
Lower Left in line _____
Lower Left Trace _____
X Coordinate _____
Y Coordinate _____
Number of inline _____
Inline SEG Y Byte Location _____
Distance between inlines _____
First live inline _____
Last live inline _____
Record Length: _____
Datum: MSL

Upper Right in line _____
Upper Right Trace _____
X Coordinate _____
Y Coordinate _____
Lower Right in line _____
Lower Right Trace _____
X Coordinate _____
I.Y Coordinate _____
Number of Cross lines _____
Crossline SEG Y Byte Location _____
Distance between Crosslines _____
I.First live Crossline _____
Last live Crossline _____
I.Sample Rate _____ ms

## **SECTION-6**

### **BID EVALUATION CRITERIA**

## **BID EVALUATION CRITERIA**

### **6.1 TECHNICAL EVALUATION CRITERIA**

- 6.1.1 Bid should be complete in all respect covering all the scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literatures wherever required. Incomplete and non-conforming bid to the specifications will be rejected outright.
- 6.1.2 Bidders must meet the following experience criteria:
- i. Bidders must have successfully completed on-land 3D seismic data Acquisition of minimum cumulative 700 sq. km. data in the last five (05) years with explosive as energy source. Supporting document to be enclosed.
  - ii. Bidder must have successfully completed minimum three (03) on-land 3D Seismic Acquisition Projects in last five years with minimum 20 sq kms full fold area.
  - iii. Bidder should confirm to be capable of deploying minimum 5000 channels/ Nodes at the time of mobilization and this quantity should always be maintained during entire acquisition period.
  - iv. Bidder should confirm ability to deploy latest industry technologies for acquisition & processing.
  - v. Bidder to submit the complete list of equipment required to complete the envisaged work as per scope of work mentioning either owned or hired from a third party (name of third party to be mentioned in the list) along with the technical bid. All the seismic equipment proposed and mobilized should be less than 5-year-old from date of LOA/LOI.
  - vi. Bidder to provide WO/Completion Certificate/Documentary evidence towards meeting above criteria.
  - vii. Bidder should provide probable list of highly experienced 4D processing agencies with whom it plans to engage for 4D data processing. Commitment letter by the agencies to be enclosed with technical bid.

### **6.2 Commercial Evaluation Criteria**

- a. Proof of the issue of Tender Document or proof of submission of participation to bid must be sent along with "Technical & Un –Priced Commercial Bid" in ENVELOPE – I.
- b. Bids shall be submitted as per instruction provided in Notice Inviting of Tenders in Section – 2.
- c. Offer of following type shall be liable for rejection.
  - i. Fax / e-mail / Xerox/photo/scanned copy offers
  - ii. Offer made by Agent /retainer/consultant / Representatives / Associates / of the foreign principal
  - iii. Offer do not conform to validity period as per NIT/ITB.
  - iv. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB / NIT.
  - v. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST credit benefit (wherever applicable) in respect of the payment of GST etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty, VAT and GST.
  - vi. Offer where prices are not firm during entire duration of the contract and /or with qualifications.
  - vii. Offer not duly signed by authorized signatory
  - viii. Bidders not meeting Mobilization, Delivery schedule, completion period
- d. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.
- e. In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.

### **6.3 FINANCIAL CRITERIA**

- 6.3.1 Net worth: more than 50 crores with positive cash flow and profitability at least in 2 years out of last 3 years.
- 6.3.2 The bidder should have annual turnover for any one year of the last three financial years (2022-23, 2033-24, 2024-25) more than USD Eight Million (USD 8 Million) / Rs. 50 Crores or equivalent. Bidder can also meet the financial criteria by submitting financial backup from Parent Company in such a case bidder is required to submit necessary document to established the relationship.
- 6.3.3 CA certified statement along with P&L/Audited Balance Sheet to be provided for both the points as per Sr. no. 6.3.1 and 6.3.2

### **6.4 Joint Venture / Consortium Bidder's Bid**

- 1. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
- 2. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium whose past experience and technical capabilities matches with the BEC. However the contract shall be awarded with joint and several liabilities on all the parties to the consortium / joint venture.
- 3. In case of Joint venture / Consortium Bid, following additional requirements must also be satisfied:
  - 1. 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.
  - 2. 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.
- ii. 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.

### **6.5 GENERAL**

Bidders to note the followings:

- a. Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.
- b. 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.
- c. In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- d. Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company



## **SECTION – 7**

### **RESPONSIBILITY MATRIX**

## RESPONSIBILITY MATRIX

S. No.	Item Description	Scope	
		Contractor	SunPetro
1	Creating Basecamp and other facilities should be established for the crew near to the survey area.	√	
2	Provision of the necessary qualified personnel required to complete the survey. Adequate training of the crew members and other personnel.	√	
3	Ensuring that all equipment is in good condition and operating in conformance with the manufacturer's specifications.	√	
4	To ensure that all operational logs and reports are legible and correctly annotated.	√	
5	To provide accommodation, food, messing, Vehicle and laundry services for up to three (3) Company Representatives throughout the period of the Program. Additional accommodation will be needed during the period of survey for two (2) additional personnel. Vehicles will be fitted with communication radios, GPS and full HSC equipment and other items as fitted as standard in Contractor's vehicles. To provide two (2) dedicated access facilities to internet and e-mail communications in the work area for the Company Representatives. Each link shall be operated at a reasonable baud rate.	√	
6	Responsibility for all maintenance, store, repairs, and spare parts for the Contract Equipment. Maintain current and accurate inventory records of equipment and spare parts and such inventories shall be available for review by Company Representatives.	√	
7	At the end of each day's recording and at the completion of each day's daily production, to examine the standards and quality of the latest seismic recording, with comments of each representative duly logged.	√	√
8	Implementation of a stringent program of in-field and post survey QA/QC.	√	√
9	Implementation of a stringent safety management system.	√	
10	Facilitation for approvals in form of providing required necessary documents and/or issuing required request letter for approvals		√
11	Recognizing hazards and activities that may impact the performance of the Survey,	√	√
12	To obtain all necessary approvals / permissions from Government departments	√	√ (to provide necessary documents and assistance)

### OBLIGATION OF CONTRACTOR

- i. Contractor at its cost shall arrange mobilization of their resources required for job execution under the Contract up to the area of operations, including clearance of their equipment, spare parts, consumable, etc. from customs, if any. All expenditure in this process like payment of freight, insurance, Customs Duty, port rent, demurrage, octroi & entry tax etc. shall be borne by the Contractor. Contractor shall also bear the costs associated with demobilization of its resources from site at the end of the work on completion/expiry/termination of the Contract.
- ii. The Contractor shall maintain sufficient stocks of related spares & consumables to ensure uninterrupted operation throughout the contractual period and keep their equipment in good working order all throughout, including up gradation of software's, if necessary.

- iii. The Contractor shall perform the work in most economic & cost effective manner and perform all other obligations, work and services which are required by the terms of the Contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- iv. The Contractor shall furnish the list of key personnel along with their Bio-data in support of their technical bid as well as prior to the commencement of work, if awarded. The bio-data shall include the name, nationality, qualification, experience and passport details.
- v. Contractor shall arrange at their own cost all consumables & accessories as may be needed for the work and shall carry sufficient stocks of these items for uninterrupted operation.
- vi. Contractor shall maintain proper account of the consumption of fuel and shall submit online daily, weekly and monthly consumption/stock statements.
- vii. Contractor shall arrange both lodging and boarding facilities for Company Geophysicists/Representatives (at least for two person) at operation / camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff. In addition to above, Govt. of India officials in various capacities including but not limited to representatives of MoP&NG/ DGH/ SunPetro's management/Local authorities shall visit the camp/operation site during acquisition period for field visit/deliberations/QC checks etc. Contractor shall arrange for both lodging and boarding apart from local conveyance at no extra cost to Company. The camp facilities to such visiting officials/Govt. of India representatives shall be at par with senior expatriate staff.
- viii. Contractor shall arrange two (2) vehicles (four wheel drive) exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost during the duration of execution of contract.
- ix. Contractor shall endeavour minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forwarded to the next months.
- x. Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc.
- xi. Contractor shall arrange security at his own expenses for its equipment's at field site.

#### **OBLIGATIONS OF COMPANY**

- i. Company will provide administrative help to the extent possible for obtaining clearances for equipment's and permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- ii. Company shall organize all possible help from local Government/Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- iii. Company shall pay Contractor in accordance with the terms & provisions of the Contract and as may be due from time to time.
- iv. The Company shall provide, if required, necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend assistance/help to the Contractor to the extent possible.

## **SECTION - 8**

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

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

Sl. No.	Description	UOM	Qty	Unit Rate (INR/USD) (In case of 1C acquisition)	Unit Rate (INR/USD) (In case of 3C acquisition)
1	3D Seismic Data Acquisition (Full fold area =120 Sq. Km.) Onland	Per accepted shots.	18000 (approx.)*		
2	Seismic Data processing	Per Sq.Km.	120 ** Sq. Km. (Approx Full fold) *	As per actual	As per actual
	<b>Total Cost (INR/USD)</b>				

**Notes:**

- 1) \* The quantities considered above are indicative for bid evaluation purposes only. Payment will be made on the basis of actual job execution for accepted shots only.
- 2) No separate Mobilization and Demobilization charges shall be paid. Charges for Mob & De-mob, if any, to be included in the per shot cost.
- 3) Above quoted price includes the processing of vintage data to be carried out with similar parameters for effective use of 4D Seismic data sets.
- 4) Separate Price Schedule to be provided in case of deployment of 3C Sensors for data acquisition. Bidder may submit bid for 1C/3C or for both sensors
- 5) SunPetro at its discretion may add or remove the scope of work to meet its requirement with same term and condition.
- 6) All taxes, duties & levies (excluding GST in India) including Corporate Income Tax, Personal Tax, and any other Cess/levies will be payable by the successful bidder under the Contract and should be included in above rates.
- 7) Rates quoted shall remain firm during its performance of the Contract and is not subject to variation on any account.
- 8) Bidder has to quote for the complete scope of work. Incomplete bids shall be rejected. Any price not specified in the bids will not be considered for payment.
- 9) Bidder is free to quote in INR or any other currency. Evaluation will be done based on the currency conversion rate using the RBI/SBI closing rate on the tender closing date. Payment will be made as per conversion using RBI/SBI closing rate of previous day and payment may be made in INR or in quoted currency.
- 10) Bidder has to submit performance bank guarantee 10% of the contract value valid for the duration of contract.
- 11) The lump-sum Mobilization Charges shall not exceed 5% of total estimated contract cost. However, mobilization charges if quoted more than 5% of the total contract cost, the excess amount will be paid at the end of the contract.
- 12) De-mobilization Charge shall be paid against submission of invoice on completion of total scope of work.

## **SECTION-9**

# **PERFORMANCE MEASUREMENT**



## PERFORMANCE MEASUREMENT

Contractor may be rewarded based on the performance during the operations using the following mapping parameters at the discretion of SunPetro:

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

### 1.1 Performance Measurement & Monitoring

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

### 1.2 Incentives

- Minimum Expectation of Performance Level  $\geq 90$  %.
- Incentive will be given if Contractor scores the marks  $\geq 95$ %.
- 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.
- If the Site is free from LTI for more than 150 days, contractor shall be paid incentive @ 5000 rupees / annum or on pro-rata basis if work in a year is less than 365 days.

### 1.3 Penalties:

- I. The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Contractor for any observation by SunPetro representative within 48 hour.  
In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day till the action is taken to complete the compliance.
- II. Performance shall be evaluated on a Quarterly Basis. Penalty shall be imposed if the overall performance is below  $< 90$  %. In the event of performance below expectation (Expected Performance  $\geq 90$  %),  
Contractor shall be penalized as agreed mutually on award of work  
In case of PPE non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

**ANNEXURE – 1**

**BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER  
DOCUMENT**

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

**BID** \_\_\_\_\_

**NOT BID** \_\_\_\_\_

Reason for no Bid

(optional): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For

Name of Company: \_\_\_\_\_

Signature : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Transmittal via facsimile:

ATTENTION

Head –Supply Chain Management

SUN PETROCHEMICALS PVT. LTD.

8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,

Powai, Mumbai - 400 072, Maharashtra, BHARAT.

Tel: +91 22 69325300, + 91 22 28470484

Email: [dheeraj.paroch@sunpetro.com](mailto: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 registered office at SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. (hereinafter referred to as “Company”).

**WHEREAS:**

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated ..... (“hereinafter referred to as Proposal”) against TENDER NO.: Tender No.: \_\_\_\_\_, for \_\_\_\_\_ Services 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 Unpriced 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 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 Un priced 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:**

<b>(Bidder's Details)</b>	<b>Head-Supply Chain Management</b> SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a>
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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: \_\_\_\_\_**

<b>(Bidder's Details)</b>	<b>Head-Supply Chain Management</b> <b>SUN PETROCHEMICALS PVT. LTD.</b> 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com
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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: \_\_\_\_\_**

<b>Bidder's Details)</b>	<b>Head-Supply Chain Management</b> SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a>
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TO BE OPENED BY ADDRESSEE ONLY

## ANNEXURE –8

### PROFORMA OF PERFORMANCE BANK GUARANTEE

*[To be executed on Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.]*

To,  
SUN XXXX LTD.  
XXXX  
XXXX  
Mumbai - 400063, India

Bank Guarantee No.  
Date:  
Expiry Date:

This Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by, \_\_\_\_\_ (Bank name and incorporation details) having its registered office at \_\_\_\_\_ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour of **Sun Petrochemicals Pvt. Ltd.**, a company registered under Part IX of the Companies Act, 1956 (CIN: U24219GJ1995PTC028519) and having its registered office at Ground Floor, Synergy House No. 1, Subhanpura Road, Vadodara, Gujarat - 390 003, India and its corporate office at 8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

#### **WHEREAS:**

A. The COMPANY has issued Contract / contract No. \_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as the "P.O. / Contract") in favour of \_\_\_\_\_, a company registered under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**CONTRACTOR**" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) for the supply of \_\_\_\_\_ (hereinafter referred to as the "**PRODUCT**").

B. In accordance with the terms and conditions of the said P.O. the CONTRACTOR has agreed to provide a Guarantee for Performance of the P.O. in form of Bank Guarantee issued by a nationalized/Scheduled Bank for the sum specified therein.

In consideration of the COMPANY having entered into a contract vide P.O. with the CONTRACTOR for the supply of the PRODUCT; we, the \_\_\_\_\_, the GUARANTOR do hereby unconditionally and irrevocably guarantee and undertake:

I) to pay merely on written demand by the COMPANY to extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) against any loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the COMPANY in the event of non-performance of the PRODUCT supplied against the P.O., without any demur, reservations, recourse, contest or protest and without any reference to the COMPANY. Any such demand made by the COMPANY on the GUARANTOR shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.

II) to make the payment hereby guaranteed to the COMPANY not later than the expiry of 48 hours from the receipt of the written demand made by the COMPANY.

1. We, the Bank further agrees that:

i) the COMPANY shall be entitled at his option to enforce this guarantee against the GUARANTOR as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the CONTRACTOR's liabilities.

ii) this guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONTRACTOR in the event of any breach of the terms and conditions of the said P.O. or unsatisfactory performance or failure or malfunctioning of the PRODUCT supplied against the said P.O. and giving of time by the COMPANY for repayment thereof, shall not in any way relieve the GUARANTOR of his liability under this guarantee.

iii) this guarantee shall not in any way be affected by the change in the constitution of the CONTRACTOR or by the fact that the CONTRACTOR has been wound up or any orders for winding up are passed or closed its business nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the GUARANTOR or the COMPANY or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the COMPANY.

iv) this guarantee shall continue to be in force notwithstanding the discharge of the CONTRACTOR by operation of law and shall cease only on payment of the full amount by the GUARANTOR to the COMPANY of the amount hereby secured and on the claim of the COMPANY against the CONTRACTOR in respect of the said P.O. being satisfied.

v) this guarantee shall be in addition to and not in substitution for any other guarantee or security from the CONTRACTOR to be given to the COMPANY in respect of the said P.O.

2. The guarantee herein contained shall remain in full force and effect till discharged by the COMPANY or upto \_\_\_\_\_ whichever is earlier and the GUARANTOR undertake not to revoke this guarantee during its currency except with previous consent of the COMPANY in writing.

3. Notwithstanding anything contained herein:

I) our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);

II) this bank guarantee shall be valid upto \_\_\_\_\_ and

III) we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

**IN WITNESS WHEREOF** the \_\_\_\_\_ (please specify the name of the Bank), through its authorized officer/constituted attorney, has executed these presents as of the day and year first above written.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF** \_\_\_\_\_ (Name of the Bank).

PLACE:

DATE :

Address:

**IN PRESENCE OF :**

1.

2.

## **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	Job Responsibility	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.

**ANNEXURE-13****LIST & VINTAGE OF EQUIPMENTS TO BE DEPLOYED**

Sl. No.	EQUIPMENT/ACCESSORIES	MAKE MODEL & VINTAGE	QUANTITY

Sign &amp; Stamp:\_\_\_\_\_

Name of the Bidder:\_\_\_\_\_

## ANNEXURE-14

### LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)

#### TO BE IMPORTED IN CONNECTION WITH EXECUTION

#### OF THE CONTRACT SHOWING CIF VALUE

Sl. No.	Item Description	Qty/Unit	Rate	Total	Freight & Insurance	CIF Value	Port & Other Charges	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	$E=C \times D$	F	$G = F + E$	H	$I = G + H$	J	K	L

- I. The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- II. The items, which are of consumable in nature should be indicated as "NO" in column "J".
- III. For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Sign & Stamp: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

**ANNEXURE-15**

**PROVISIONAL ACCEPTANCE CERTIFICATE**

PURCHASE ORDER (PO) /PURCHASE ORDER (PO) NO : .....

Date: .....

DESCRIPTION OF SUPPLIES / SERVICE:

.....  
The above SERVICES have been provisionally accepted with effect from ..... on behalf of \_\_\_\_\_ (COMPANY ) in good order with the exceptions as described in Appendix-1(if applicable), subject to the Delivery and Warranty conditions contained in the AGREEMENT, effective from.....

For and on behalf of: \_\_\_\_\_

(COMPANY )

Name

Designation

Signature

Date

## Appendix-1

### EXCEPTIONS TO COMPLETION

#### Ref: PROVISIONAL ACCEPTANCE CERTIFICATE

COMPANY to detail below any and all exceptions to the completion of the SERVICES described in this PROVISIONAL ACCEPTANCE CERTIFICATE.



**ANNEXURE-16**

**FINAL ACCEPTANCE CERTIFICATE**

AGREEMENT/PURCHASE ORDER (PO) NO: .....

Date: .....

**DESCRIPTION OF SUPPLIES**

.....

The above SERVICE have been finally accepted on behalf of -----  
(COMPANY) in apparent good order, subject to the Warranty conditions contained in the  
AGREEMENT, with effect from .....20....

For and on behalf of: \_\_\_\_\_

(COMPANY)

Name

Designation

Signature

Date

**END OF TENDER DOCUMENT**