SUN PETROCHEMICALS PRIVATE LIMITED

8th, 09th & 10th Floor, ATL Corporate Park
Opp. L&T Gate no. 7, Saki Vihar Road
Chandivali, Powai, Mumbai, BHARAT(INDIA) PIN – 400072
Tel: (022)-69325300, Fax: +91 22 6932 5300

TENDER DOCUMENT UNDER

INTERNATIONAL COMPETITIVE BIDDING
for

Supply of Various Oil & Gas Industry Specialized Software(s) for Bhaskar-I Field

Tender No.: SunPetro/Bhaskar/Software/2025-26/231

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SECTION- I
NOTICE INVITING TENDER
(NIT)

Sun Petrochemicals Private Limited

Commercial & Supply Chain Management
8th, 09th & 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 7,
Saki Vihar Road, Chandivali, Powai,
Andheri (E), Mumbai – 400072, Maharashtra [BHARAT]
www.sunpetro.com
CIN: U24219GJ1995PTC028519

Ref No.: SunPetro/Bhaskar/Software/2025-26/231 Date: 06/10/2025

NOTICE INVITING TENDER (NIT)

(ICB TENDER)

Tender No. SunPetro/Bhaskar/Software/2025-26/231

Subject: Supply of Various Oil & Gas Industry Specialized Software(s) for Bhaskar-I Field

Dear Sir / Madam,

1.0 **Sun Petrochemicals Private Limited** (hereinafter referred to as **SunPetro / Company)** is a major private operating company, engaged in Exploration & Production of Oil & Gas in the fields / blocks spread over in onshore and offshore including in the Cambay & Kutch basin.

2.0 **SunPetro** is pleased to invite you to submit the Bid for the subject tender **in** accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes:

ENVELOPE-A: Technical & Un-Priced Commercial Bid
ENVELOPE-B: Priced Commercial Bid

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

3.0 SALIENT FEATURES OF THE TENDER

1]	**Tender No.**	SunPetro/Bhaskar/Software/2025-26/231
2]	**Title of Tender**	Supply of Various Oil & Gas Industry Specialized Software(s) for Bhaskar-I Field
3]	**Brief Description of Work**	Refer Section-III for detailed scope & Specification
4]	**Location of Work**	Bhaskar - I Field in Gujarat
5]	**Type of work**	Supply & Installation of Software(s).
6]	**Type of Tender**	Open Tender under International Competitive Bidding
7]	**System Of Bidding**	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
8]	**Bid Validity**	120 days
9]	**Bid Security / Bid Bond**	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-

		A in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled bank as listed at Annexure-9 for an amount as specified below (A)Amount: Indian Rupees: 10,00,000 OR USD: 15,000 (B) Validity : Bid validity + 30 days
10]	**Last Date & Time for Seeking Clarification by Bidders**	Within 15 days of date of NIT
11]	**Date Of Pre-Bid Conference & Venue**	Date, Time & Venue shall be informed to the bidder.
12]	**Tender Closing / Submission Date & Time**	**27/10/2025 at 1500 Hrs IST**
13]	**Delivery & Completion Period**	Within 2 weeks from the award of contract. However, Bidder to quote best delivery / completion period.
14]	**General Conditions of Contracts (GCC)**	GCC as per SECTION-VIII
15]	**Performance Bank Guarantee (PBG)**	(A) Amount of PBG Indian bidder: INR (₹) @ 10% of order value (B) Validity of PBG: Warranty Period + 60 days
16]	**Address of Tendering office / Bid Submission office / Correspondence**	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8th, 9th & 10th floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [BHARAT], INDIA Tel: (022)-69325300 e-mail –siddarth.subramanian@sunpetro.com CC: dheeraj.paroch@sunpetro.com; allan.nunes@sunpetro.com;
17]	**Mode of Tender submission**	As specified at SECTION-II
18]	**Date of Mobilization**	As per SOW & Intimation from SunPetro
19]	**Price Validity**	1 year
20]	**Terms & Conditions of Contract**	As per Section-VIII of this tender Document
21]	**Payment Terms**	As mentioned in the Format of Price schedule at SECTION-VII
22]	**Concessional Custom Duty / GST**	Against Essentially Certificate (EC) from DGH, if applicable (Bidder is responsible to refer relevant latest statutes, Rules /guidelines/circular regarding eligibility & applicability)
23]	**Special Mention**	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.
24	**Alternate option for Submission of Bid Documents**	Bidders alternatively can submit the bid over email as per following procedure.

		1) Email-1: "Technical & Un-Priced Commercial Bid" to be submitted on following e-mail address, on or before RFQ closing date and time: siddarth.subramanian@sunpetro.com with cc to: Dheeraj.Paroch@sunpetro.com, allan.nunes@sunpetro.com; 2) Email-2: Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: siddarth.subramanian@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com , allan.nunes@sunpetro.com; 3) Email-3: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: siddarth.subramanian@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com, allan.nunes@sunpetro.com Notes: 1. *Bidder is required to submit the hard copy of bid. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.* 2. *Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.* 3. *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.*

4.0 Acknowledgement of Tender Document

Bidder(s) receiving this Notice Inviting Tender (NIT) are required to confirm in writing whether they intend to bid or not, within three (3) working 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.

5.0 Pricing Strategy

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

6.0 Evaluation Strategy

6.1 Bidders should submit documentary proof regarding their eligibility with the Techno -Commercial Unpriced bid (ENVELOPE -A).

6.2 Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) and Cost. Evaluation of the bid shall be carried out based on the Total Cost to company.

6.3 However, Company reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, to negotiate terms and conditions with any individual bidder as deemed fit by Company in their best interest. Company shall be under no obligation to provide reasons for accepting or rejecting any Bid.

7.0 Award Strategy

Single Award or Multiple awards will rest with SunPetro's discretion.

8.0 Check List

Bidders should review and submit the check list (as per format at ANNEXURE-3) along with bid in the ENVELOPE-A **(Technical & Un-Priced Commercial Bid)**.

9.0 Submission of Bids

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

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

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

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

11.0 Please acknowledge receipt of the tender document per ANNEXURE#1 within 3 days from the date of this NIT

SunPetro looks forward to receiving your most competitive bid complete in all respect on or before due date and time of bid submission at the tender submission office.

Regards,

Head- Commercial & Supply Chain Management
SUN PETROCHEMICALS PVT. LTD. (SunPetro)

SECTION –II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATION CRITERIA

Refer BEC for details.

2.0 ISSUE OF BID DOCUMENT

Bid shall also be accepted from those bidders who has been issued Tender Document and the bidder who have submitted the duly filled bid participation form.

This is to further note that Issuing of the Tender Document by the Company does not qualify the bidder automatically for their bid consideration and bids from Eligible Bidder will only be considered.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 ORIGIN OF GOODS AND SERVICES

4.1 The Bidder will mention in its bid the origin of the Goods and the place from which Services are to be supplied under the contract.

4.2 For the purpose of this clause, “Origin" means the place where Goods are mined, grown or produced or from where ancillary services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in components or utility from its components.

4.3 The origin of Goods and services is distinct from the nationality of the Bidder.

5.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.0 CONTENT OF THE TENDER DOCUMENTS

6.1 The works required, bidding procedures and terms & conditions of work are described in the Tender Document.

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the tender/ bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

7.0 AMENDMENT TO BIDDING DOCUMENTS

7.1 At any time prior to the deadline for submission of bids, the Tendering office may, for any reason, whether at its own initiative or in response to clarification(s) requested by the prospective Bidder(s), modify the bidding documents by amendment(s).

7.2 All prospective Bidders that have received the bidding documents will be notified of the amendments in writing or by cable.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the Tendering office may, at its discretion, extend the deadline for the submission of bids.

7.4 Bids from agent/ agent’s representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder’s Company.

7.5 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.

7.6 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.

7.7 Sun-Petro may further place repeat order for any or all the Software/services at the same rates, terms and conditions for the other fields and offices which Sun Petro may acquire or associates in future.

7.8 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

8.0 LANGUAGE AND SIGNING OF BID

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering office, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English duly authenticated by local Chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

8.2 The Prices along with price related conditions shall be filled in the Price-Bid format available in the tender document.

8.4 The bid proforma referred to above, if not attached in unpriced bid folder or if attached but not duly filled in, then bid shall be liable to be rejected.

8.5 The Bidders are advised in their own interest to ensure that all the Contract points brought out in the check list enclosed are complied with in their bid failing which the offer is liable to be rejected.

8.6 The bids can only be submitted in the name of the Bidder in whose name the Tender Document were issued by SunPetro or participation to tender submitted to SunPetro. The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.

8.7 The bidder should indicate at the time of quoting against this tender their full Contract postal and telegraphic/telex addresses/e-mail and similar information in respect of their authorised agents in India, if any.

8.9 The bidder shall clearly indicate their legal constitution and the person digitally signing the bid shall state his capacity and also source of his ability to bind the Bidder.

8.10 The Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be submitted with unpriced bid. SUNPETRO may reject outright any bid not supported by adequate proof of the signatory's authority.

9.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

9.1 Advice to bidders for avoiding rejection of their offers:

SunPetro to finalise its procurement within a limited time schedule. Post bid clarifications may be sought, if any, however it may not be feasible at all times for SunPetro to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to SunPetro's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

9.2 **Pre-bid conference (PBC)**

9.2.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held, if required, so as to provide an opportunity to the participating bidders to interact with SUNPETRO with regard to various tender provisions/tender specifications, before the bids are submitted.

9.2.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening.

9.2.3 The bidders meeting following requirement shall only be considered for attending the pre-bid conference:

a. Those vendors who has been issued Tender Document or have confirmed participation shall only be allowed to participate in Pre-Bid conference.
b. Bidders should depute their employees (preferably) / representative who are competent to present their queries in the Pre-Bid Conference.

9.3 In cases where pre-bid conference is not held, bidders can submit relevant queries to the tender inviting office within 15 days from the date of NIT in case of open tenders or issuance of bid document in case of Limited Tenders.

9.4 Post bid conference

In order to avoid delay in processing of tenders SUNPETRO may hold post bid conference with the responsive bidders.

For holding post Bid conference following process shall be followed:

i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.

ii) To address bidders' doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by SUNPETRO with bidders who seek to have the meeting on one-to-one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by SUNPETRO shall be discussed in post bid conference.

iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by SUNPETRO that such bidder(s) has well understood the query of SUNPETRO.

iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.

(v) Bidders shall depute their competent employee(s) /authorised representative(s) for the post-Bid Conference.

(vi) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.

(vii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of its employee/(s)/authorised representative(s), who will attend post Bid Conference and that person(s) only will be permitted to attend the post-bid conference.

(viii) In cases where post-bid conference is not held, SUNPETRO can seek clarifications / confirmations / deficient documents over e-mail.

10.0 DOCUMENTS COMPRISING THE TECHNO-COMMERCIAL UNPRICED BID (TO BE SUBMITTED IN ENVELOPE-A)

The bid prepared by the Bidder shall comprise the following components, duly completed along with TECHNO-COMMERCIAL UNPRICED BID:

a) Proof of submission of Tender fee (if applicable)

b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the SunPetro 's satisfaction:

(i) that, in the case of a Bidder offering to supply works under the contract which the Bidder did not

manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the works in India.

(ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract.

(iii) that, in the case of a Bidder not doing business within India, the Bidder is or will be, if awarded the Contract, represented by an Agent in India equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of the Contract and/or Technical Specifications; and

c) Documentary evidence that the works and ancillary services to be supplied by the Bidder are eligible works and services and conform to the requirements of bidding documents.

(i) The documentary evidence of the eligibility of the works and services shall consist of a statement in the price schedule on the country of origin of the works and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.

(ii) The documentary evidence of conformity of the works and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

1) A detailed description of essential technical and performance characteristics of the works.
2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the works for a period of one year.
3) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the works and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.

d) Bid security /EMD / Bid Bond

e) Back-up Authority Letter along with warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.

f) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments.

g) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.

h) Bidding Document Acknowledgement Form

i) Bid Submission Form

j) Bid submission Agreement Form.

k) Check List.

l) Exceptions/Deviations Form

m) Bidder's past supplies Form

n) Form on Information on Bidder

(o) Bidders should be registered under GST law and submit copy of valid registration certificate.

In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same at least two weeks before submission of first invoice.

(Foreign bidder supplying Goods and services from outside India without visiting India for providing services is not required to obtain registration under GST law. Such bidder shall provide an undertaking to this effect. However, foreign bidder shall have to obtain registration under GST law in case they have to visit India for providing services in India.)

(p) Copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder when the Contract power of attorney is a special "Contract power of Attorney" relating to the specific tender of SUNPETRO only, However, SUNPETRO reserves right to seek original Contract power of Attorney (when the Contract power of attorney is a special "Contract power of Attorney " relating to the specific tender of SUNPETRO only) / notarized true copy (when Contract power of Attorney is a general Contract power of Attorney) at any time during the processing of tender and execution of contract.

(q) Bidder shall be required to indicate SUNPETRO 's Vendor code in the bid. The bidders, who do not have SUNPETRO's Vendor code, will require to submit following documents for creation of vendor code:

I. Company/ Firm registration copy,
II. GST registration copy,
III. PAN detail copy
IV. Valid email ID, Contact No.
V. Complete Address

(r) Blank Price Schedule format (duly signed as token of acceptance of Priced bid format)

11.0 DOCUMENTS COMPRISING THE PRICE SCHEDULE (To be submitted with PRICED COMMERCIAL BID : ENVELOPE -B)

11.1 The Bidder shall fill in completely all fields in the online price bid format in respect of items quoted including but not limited to prices and pricing conditions.

11.2 **Bid Prices**

11.2.1 The bidders shall indicate on the online price bid format, the price element for unit quantities and the quantities quoted.

11.2.2 The bidders must quote the following information also in the Bidders Response sheet:

i) The Port of Embarkation and Currency in which the Letter of Credit is to be opened / payment to be made.

11.2.3 FOB/C&F/CIF prices should be inclusive of Indian Agent's commission, if any, which should be indicated in the specified field. The Indian Agent's commission will be paid in non-convertible Indian currency.

11.2.4 Indian Bidders must quote firm FOR destination price by rail or road.

11.2.5 The terms ex- works, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

11.2.6 SUNPETRO reserves the right to place the order either on FOB or C&F/CIF basis or as per any other INCOTERMS.

11.2.7 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

11.2.8 **Offer for whole as well as reduced quantity**

Bidders must quote for individual modules and entire package including one year warranty for any of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by

SUNPETRO provides for evaluation of bids separately for such item or category or group of items.

Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender). The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

11.3 (A) Payment of GST (on ultimate Works and/or Services)

'GST legislations' means any or all of the following legislation as may be applicable to the Bidder and SunPetro:

(i) The Central Works & Services Tax Act, 2017.
(ii) The Integrated Works & Services Act, 2017.
(iii) The Union Territory Works & Services Tax Act, 2017.
(iv) The Goods & Services Tax (Compensation to States) Act, 2017.
(v) The respective State Works & Service Tax Acts'
(vi) The Customs Act and the Customs Tariff Act
(vii) **Any rules, notifications, circulars, amendments, or re-enactments thereof, including any new GST or indirect tax legislation enacted by the Government of India or any State Government from time to time.**

11.3.1 For supply of works only:

(i) All taxes and duties leviable on the Contractor's inputs and input services, including any variation, shall be to the Contractor's account and deemed to be included in the quoted price.
(ii) GST applicable on the final supply of Goods and Services under this Contract shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail Input Tax Credit (ITC). Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein
(iii) Indian bidders while quoting, need to take into account all the GST input credit available to them and quote accordingly.
(iv) Depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.

11.3.2 For cases involving supply of works along with services like installation / commissioning, training, AMC etc.:

(i) All taxes and duties leviable on the Contractor's inputs and input services shall be to the Contractor's account.
(ii) GST applicable on the final supply of Goods and/or services shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail ITC. Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein
(iii) Indian bidders while quoting need to take into account all the GST input credit available to them and quote accordingly.
(iv) In respect of foreign bidders, depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.
(v) For providing services in India, foreign bidder (not having GST registration in India) must obtain GST registration as "non-resident taxable person". Subject to provisions contained in the succeeding paragraphs, any variation in the rate of GST on supply of service portion after the closing date of tender shall be to SUNPETRO's account.
(vi) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual

delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of works and/or services will be to the account of SUNPETRO. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of works and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

(vii) The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of works and/or services, as applicable at bidding stage.

(viii) Wherever the scope of supply involves rendering of services like installation / commissioning, training, AMC etc. along with supply of works/materials/Software and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of works and/or services and accordingly quote GST on the cost of works and/or services as applicable.

(ix) In case, the above information subsequently proves wrong, incorrect or misleading: -

a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. SUNPETRO shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) SUNPETRO will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.

(x) Any increase in the rate of taxes & duties on supply of works and / or services to SUNPETRO or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in the rate of taxes and duties on supply of works and/or services to SUNPETRO during extended period of the contract/ supply order will be to the account of SUNPETRO.

11.3(A) CONCESSIONS PERMISSIBLE UNDER STATUTES (Against EC for eligible Works & supplies for Oil & Gas sector)

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. SUNPETRO will not take responsibility towards this. However, wherever required and applicable, SUNPETRO shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input works/Capital works / Input Services, while quoting the prices.

Any increase in 'net impact' of any variation in Excise Duty/VAT/Sales Tax/Customs Duty/Service Tax or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to Suppliers 's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Excise Duty / VAT / Sales Tax / Custom Duty / Service Tax during extended period of the contract/ supply order will be to the account of SUNPETRO.

11.4 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax.

11.5 DISCOUNT

Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be considered for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, SunPetro avail such discount at the time of award of contract.

12.0 BID CURRENCIES

12.1 The Bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards GST will be made by SUNPETRO in Indian Rupees as per actuals. For this purpose, the amount of GST paid as per the invoice signed by the officer duly authorized for this purpose will be taken into account

The freight and insurance elements must be quoted by Indian bidders in Indian Rupees only and payment will be made accordingly.

Currency once quoted will not be allowed to be changed.

13. TERMS OF PAYMENT

The Payment terms shall be governed by terms as detailed in GTC (General Terms & Conditions) /or specifically in the Tender Document at Price Schedule format.

14. MODE OF PAYMENT

In all cases, except the cases involving payment through 'Letter of Credit' or payment in foreign currency, SUNPETRO shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit)
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act.
7. GST registration number.
8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. The bank/branch in which the bidder is having account and intends to have the payment should be an NEFT enabled bank.
10. Each invoice shall be accompanied by detailed breakup of each element of the price such as basic price, basic excise duty, additional excise duty, educational cess, VAT/CST etc as applicable.

15. CAPITAL ITEMS AND SPARES

The bidders, while quoting for software, will also quote item wise AMC rates separately applicable post first year of initial AMC included in the software cost.

16. SAMPLES

16.1 Bidder can provide working evaluation licence of the software offered to substantiate their claim of software capabilities.

16.2 The evaluation licence should be sent to the purchasing authority along with the offer. The cost and freight of sending the evaluation licence shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody.

17.0 SPECIFICATIONS

In case in tender SUNPETRO asks for alternative specifications, the Bidder will clearly indicate as to how the software being offered will serve SunPetro' s purpose and in what respect the offer differs from the required specifications.

18. NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

The name of the manufacturer and country of origin should be clearly mentioned in the offer. In case of acceptance of his offer the Bidder shall have to furnish a certificate of origin from the concerned Chamber of Commerce of the exporting country along with negotiable shipping documents.

19. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate: -

i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.
ii) Details of manufacturing and testing facilities and quality control procedures available with them.
iii) Number of qualified persons and total employees etc.
iv) Details of latest Income Tax Clearance
v) GST Registration.

20. DELIVERY TERMS:

20.1 The delivery of the stores is required as stated at NIT. Any deviation must be clearly mentioned.

21. VAGUE AND INDEFINITE EXPRESSIONS

21.1 Bids qualified by vague and indefinite expressions such as “Subject to prior sale" etc. will not be considered.

22. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS

22.1 Bid must accompany necessary literature/catalogue of the software failing which the offer will be rejected.

22.2 It will be a condition of Letter of Credit that within two months from the date of the receipt of supply order, the supplier will send two copies of Catalogue/manuals of operating/maintenance/repair and spare parts to the Purchaser. The supplier, in the case of bought out spare parts, will also furnish name of the manufacturer, specification and identification number. The Purchaser will send acknowledgement of the receipt of above information/document which will be produced by the supplier along with negotiable copy of Bill of Lading. In addition, the supplier will send three copies of catalogue/manual of operation/maintenance/repairs and spare parts to port Consignee along with materials. A certificate of compliance of above condition will be sent by the supplier along with negotiable and non-negotiable copies of Bill of Lading.

23. PERIOD OF VALIDITY OF BIDS

23.1 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.

23.2 The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

24. BID SECURITY

24.1 The Bid Security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security’s forfeiture.

24.2 Central Government Departments and Central Pssublic Sector Undertakings are exempted from payment of Bid Security.

24.3 The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.

24.4 Bid Security from foreign bidders shall also be acceptable in Indian Rupees. In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per APPLICABLE Indian law is to be fulfilled by the concerned foreign bidder.
In such cases, the refund (as applicable) to foreign bidders will be in Indian Rupees only and for

that Foreign bidder should have Bank account in India.

24.5 The Bid Security shall be acceptable in any of the following forms:

i) Electronic Bank Guarantee (e-BG) in the prescribed format, valid for 60 days beyond the date of required validity of offer. The e-bank guarantee by Indian bidder will have to be given e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.

The bidders will give Electronic Bank Guarantee from any of the following categories of Banks:

Any Scheduled Bank incorporated rated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated rated in India.

Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount in their bid. The e-BG in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.

ii) Confirmed irrevocable Letter of Credit, as per prescribed format valid for 60 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of SUNPETRO on or before due date and time of Tender closing. If required, SUNPETRO reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of SUNPETRO in this regard shall be final and binding on the bidder. In case amount has been credited to Sun Petro's designated account after tender closing, such amount shall be refunded after finalization of Tender.

Note: In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction at least 24 hours before bid closing date.

24.6 SUNPETRO shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

24.7 Subject to provisions in para 24.2 above, offers without Bid Security liable to be ignored.

24.8 Bid bond Format is attached as Annexure#2

24.9 The Bid Security shall be forfeited by SUNPETRO in the following events:

a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.

b) If Bid is varied or modified in a manner not acceptable to SUNPETRO during the validity period or any extension of the validity duly agreed by the Bidder.

c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit / Performance Bond within 15 days from the date of issue of LOA/NOA.

d) 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.

24.9 The Bid Security of unsuccessful Bidders will be returned on finalisation of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

Note: The bid security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid security was made to SUNPETRO.

24.10 Bidders may also request for release of EMD/bid bond/bid security before tender finalisation against submission of an undertaking as per format given at 25.10.1. However, bidder's request may be considered only under following situations:

i. Bidder(s) whose bid has been rejected and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.

ii. Bidder(s) whose bid has been rejected on account of non-extension of bid validity and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.

iii. TA/CA bidder(s) who are not in contention / reckoning for award of contract/Procurement Order after price bid opening.

24.10.1 Format for undertaking to be submitted by the bidder along with request for release of EMD/bid bond/bid security under para (i),(ii) and (iii) above:

"I .....(name and designation of authorized signatory) on behalf of M/s .....(the name of bidder) hereby request to release the bid security submitted with the offer against tender No.....(tender no. to be indicated by bidder). It is undertaken that any aspect of the tender evaluation process will not be challenged before any forum / authority and the recourse allowed under the bidding conditions for representing / raising dispute will be deemed to have been foregone by M/s .....(the name of bidder)."

25. Bidder should ensure to submit original documents in accordance with the bidding document

26. Bids submitted should be signed by authorised person only failing which the same shall be rejected.

27. SUBMISSION AND OPENING OF BIDS

27.1 The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted before the scheduled date and time

a) The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However, a suitable response shall be selected of the given options against each item of the format of the Price Bid/BOQ.

b) The Price bid shall contain only the prices duly filled in the price format

27.2 The Bid should be submitted in sealed envelope prescribing Tender No, Closing Due date &Time and name &address of the Bidders addressed to Tendering office containing separately sealed following envelopes:
Envelope-A: Unpriced Techno-commercial Bid and
Envelope -B: Priced Commercial bid

28. LATE BIDS

Bidders are advised in their own interest to ensure that bid should reach well before the closing

date and time of the bid. Late bids will not be considered.
The Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company.

29. 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.

30. SPLITTING OF WORK

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

31. 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.

Price in Words & Figures: In case of discrepancy between words and figures, the advantage in favour of Company will apply.

32. TAXES, DUTIES AND APPROVALS

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

33. MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be modified after the deadline for submission of bids.

34. OPENING OF BIDS

34.1 The unpriced bid will be opened at 17.00 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". of bid or at any time or date, as per SUNPETRO's discretion.

34.2 In case of unscheduled holiday on the closing/opening day of bid , the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

34.3 **The opening of Price bids and reverse Auction:**

SUNPETRO reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed & technically qualified bidders. Reverse Auction shall be conducted on the specific date and time to be conveyed by SUNPETRO to short listed bidders

35.0 **EVALUATION AND COMPARISON OF BIDS**

35.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria (BEC) to be supplied separately along with bidding document against individual tenders.

35.2 **CLARIFICATIONS OF BIDS**

35.2.1 During evaluation of bids, Purchaser may at its discretion ask the Bidder for clarifications/

confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

36. **UNSOLICITED TENDER MODIFICATIONS:**

36.1 In case certain clarifications are sought by SUNPETRO after opening of bid then the reply of the Bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including all modifications which have the effect of altering his offer) after the closing date, without any specific reference by SUNPETRO, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

37. **EXAMINATION OF BID**

37.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

37.2 Prior to detailed evaluation the purchaser will determine the substantial responsiveness of each bid to the bidding documents. Bids falling under the purview of "Rejection criteria" of the Bid Evaluation Criteria of the bidding document will be rejected and may not subsequently be made responsive by Bidder by correction of the inconformity.

38.0 **SPECIFICATIONS**

38.1 Unless otherwise asked for, the Bids of "Maker's Design" or for alternative specification, the Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the works offered do not conform to the required specifications indicated therein.

38.2 The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

39. **CONVERSION TO SINGLE CURRENCY**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which bid prices are payable utilising the currency, source.

40. **Performance Bank guarantee**

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

41. Change Orders & Rates: 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.

41.1 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.

41.2 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.

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.

42. 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 Mobilisation/Delivery period as set forth in schedule or agreed.** In the event it becomes apparent that the Mobilization/Delivery date cannot be met, the Contractor shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated Damages as specified in the Contract shall be applicable. The Company may also terminate the LOI or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the schedule Mobilization time.

43. Installation & Commissioning

The Contractor shall be fully responsible for complete installation and testing within fourteen (14) days of the award of LoA.

Provisional Acceptance shall be issued after testing the proper functioning of all the Software modules and handover of manuals; Training of SunPetro personnel shall be provided by Contractor during installation and after fully functional installation as per specification. The Contractor shall bear full responsibility, risk, and cost until Final Acceptance, except where delays are solely attributable to SunPetro.

44. 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)

45. Annexures

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

45. CONTACTING THE PURCHASER

No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

46. AWARD CRITERIA.

Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the most suitable evaluated bid.

47. PUTTING SUPPLIER ON HOLIDAY DUE TO CANCELLATION OF PROCUREMENT ORDER.

In case of cancellation of the Procurement order(s) on account of non-execution of the order and / or annulment of the award due to non-submission of Performance Security or, failure to honour the commitments under 'Warranty & Guarantee' requirements following actions shall be taken against the Supplier:

i. SUNPETRO shall conduct an inquiry against the Supplier and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Supplier, then they shall be put on holiday [i. e neither any tender enquiry will be issued to such a Supplier by SUNPETRO against any type of tender nor their offer will be considered by SUNPETRO against any ongoing tender(s) where contract between SUNPETRO and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by SUNPETRO for putting that Supplier on holiday shall not have any effect on other ongoing CONTRACT (s), if any with that Supplier which shall continue till expiry of their term(s).

ii. Pending completion of the enquiry process for putting the Supplier on holiday, SUNPETRO shall

neither issue any tender enquiry to the defaulting Supplier nor shall consider their offer in any ongoing tender. The report of inquiry so conducted by SUNPETRO shall remain only with SUNPETRO and shall not be shared with any third party including the bidder.

48. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

SUNPETRO reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for SunPetro' s action. The SUNPETRO also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

49. VARIATION IN QUANTITY

SUNPETRO is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

50. NOTIFICATION OF AWARD

50.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted.

50.2 The notification of award will constitute the formation of the contract.

50.3 Upon the successful bidder's furnishing performance security, pursuant to clause 48, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

51. SIGNING OF PROCUREMENT ORDER (CONTRACT)/CONTRACT

51.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/ LOA / Procurement order in duplicate. The CONTRACT / contract against this tender will be governed in accordance with the General Terms & Conditions (G.T.C.).

51.2 The successful Bidder will return one copy of the Procurement order/contract/LOA duly signed on each page as token of confirmation/acceptance.

52. PERFORMANCE SECURITY

52.1 Within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the CONTRACT /contract, of the bidding documents, or another form acceptable to the Purchaser.

52.2 Failure of the successful Bidder to comply with the requirement of clause 48 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

52.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

53. SUBMISSION OF FORGED DOCUMENTS

Bidders should note that SUNPETRO may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/CONTRACT execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, SUNPETRO shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

The bidder shall be required to give an undertaking on their letter head and duly signed by the signatory of the bid, that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by SUNPETRO at its sole discretion.

54. SUPPLY OF LATEST VERSION OF THE SOFTWARE – COMPLIANCE AND REJECTION OF

NON-CONFORMING ITEMS

All Software to be supplied under this Contract shall be of latest version.. The Contractor shall clearly mention the relevant Software Versions and Modules, catalogue references, and technical specifications against each Modules/Package in the Bill of Scope of Supply. This requirement forms an integral part of the Tender Document, and compliance thereto shall be mandatory. Any refurbished, used, reconditioned, or alternate materials not conforming to the specified requirements are liable to be rejected by the Company at the Contractor's cost, without any liability to the Company.

SECTION- III

SCOPE OF WORK

(SOW)

SCOPE OF WORK (SOW)

Technical specifications & Service Support of G&G Softwares

1. Petro-physical Interpretation

Petrophysical interpretation software should be proven, tested and can be operated in Windows 10 (64 bit) or higher version. The software should have FlexLM based licensing and should be capable to port the license in centralized server with a preference for Dongle based license portability. The package should contain unified operation from basic petrophysical to advance petrophysical evaluation solution. It should have user-friendly integration of input and output with 3rd party software packages. All the solution specified in "Technical specification of the software" below should be offered through a single integrated platform.

Technical Specification of Softwares

1.1 Data Management and Import/ Export of industry standard data and image:-

- Software must support industry standard coordinate system management with on-the-fly coordinate conversion and transforms
- Software should accept import of any industry standard data (LAS, DLIS, LIS, ASCII etc.) and images.
- Data can be visualized either by graphically or via spreadsheet like data editing tool with a link to MS Excel like format
- Software should have interactive drag & drop operations in a single and multi-well environment with no limitations on number of wells, data and templates in a project
- Software must support well attributes loading and export
- Software must support marker and zones loading and export
- Software must support export parameter files used for calculation of log interpretation

1.2 Basic and Advance interactive Log Display and Printing

- Display of logs in a vertical index either in Time, Depth or Date/Tim
- Software must allow customizable and interactive graphical data viewers such as cross-plots, histograms, boxplot, array vs. array, matrix-plots, 3D cross-plot etc
- Software must allow facility for template creation with individual track modifications and magnification
- Log visualization capability must support insertion of dynamic histograms and cross-plots inside log visualization window and allows interactions between active plots along with depth synchronization
- Software must allow creation of well schematics and inclusion of custom symbols and patterns
- Application should include export of data as per industry standard formats and provides inbuilt tools for header editing, reporting, PDF and batch printing
- Application software must provide utilities for multi-well data harmonization, naming, units, properties and attribute conversions in batch mode with couple of clicks along with duplicate detection and deletion of records
- Software must support standard plotters and printers like HP, Canon, EPSON

1.3 **Data Editing**

Software must provide facilities for editing and conditioning data:

- Splicing
- Curve Normalization
- Curve Rescaling
- Curve Editing
- Gap Filling/ Interpolation
- Curve de-spikes

- ❖ Drift Correction on SP
- ❖ Curve integration
- ❖ Litho-strips and Litho-column Creation
- ❖ Wellbore design
- ❖ Resampling
- ❖ Smoothening
- ❖ Depth Shifting of Logs
- ❖ On-the-fly resampling of data
- ❖ Interpolation facilities for core data
- ❖ Multi-well Log data normalisation

1.4 Multi-well correlation plot

- ❖ Software should provide multi-well correlation viewer module to view multiple wells with display of logs, core images, point data, image interpretations (rose diagrams and tadpoles) and to plot correlation lines/markers between wells
- ❖ Module should be capable of picking and editing well tops manually or automatically in correlation window

1.5 Basic Log Calculation

Single well and multi-well environment Software must be equipped for performing:

- ❖ TVD computation with provision of calculation beyond total depth of any well.
- ❖ QC and correction of well log data and provide utility for applying environmental corrections for wireline and LWD tools of major service providers.
- ❖ QC of log data, flagging operations for minerals, coals etc.
- ❖ Computation of temperature, pressure and salinity related parameters

1.6 Well log interpretation (Deterministic approach for Formation Evaluation)

- ❖ The software should have industry standard workflow of deterministic approach for
- ❖ Formation Evaluation, and must be available for calculating volume of shale, porosity, fluid saturation, permeability and lithology in reusable workflows for cross-domain integration.
- ❖ Multi well data processing.
- ❖ Functionality should support reservoir summation using various cut-offs on derived petrophysical outputs.
- ❖ Software must be capable in performing uncertainty and sensitivity analysis. The Software should also have the functionality to Provide Thin lamination / low resistivity / Sand silt malay model / Shaly sand reservoir model-based approach

1.7 Probabilistic approach for Formation Evaluation

- ❖ Software module must be available for multi-component inversion functionality to derive petrophysical parameters. This must cover initialization of response parameters, building of multiple model solvers that support linear and non-linear equations and finally combining various models by depth/zone, insertion of custom-zones, statistical mix or combination of zones and statistics to reach final result. Post-processing capability must be available for computing petrophysical parameters like volume of shale, porosity, water saturation, permeability etc.
- ❖ Modle should be capable of handling upto 10 minerals for processing.
- ❖ Module should support all modern tools such as advanced spectroscopy, Nuclear Magnetic Resonance, dielectric inputs and capable of managing uncertainties in complex geological environment(s).
- ❖ Software must support insertion of custom minerals and fluids in the inversion library. The software should have Probabilistic modelling using one model by zone approach.

1.8 Advance Interpretation:

- ❖ Rock typing/ Hydraulic Flow Unit, Permeability, Saturation Height Function etc.

- ❖ The software should have capability of advanced statical algorithms like multilinear regression, fuzzy logic, artificial neural network and similar
- ❖ Software capability must include deterministic rock typing algorithm that includes various equations to compute a pore throat radius and graphical tools to generate groups by modifying cut-offs on pore throats.
- ❖ Method must provide relative permeability and capillary pressure estimation for different fluid systems based on end points using Corey or LET coefficients which are essential inputs for any Reservoir Engineering Simulator to initialize dynamic model. Provision should be available for user defined parametrized equation, fitting equation to input data, preset of equations for / and automatic optimization of parameters.
- ❖ Software should provide utilities for SCAL data management that includes extensive capillary pressure analysis like resampling, mandatory corrections for closure, stress, and clay bound water etc., pressure transformations and characterization of data.
- ❖ Software module should allow options for Capillary Pressure modelling using SCAL data to create saturation-height functions to apply them into the log data domain using industry standard empirical equations. This includes incorporation of different rock types / groups in core domain by supporting single as well as multiple pore-throat modelling with possibility to create models for multiple groups. Functionality should also support creation of saturation height function from standard log data with option to load models built from core data.

1.9 Acoustic Waveform Processing

- ❖ Process raw sonic waveform data to determine compressional, shear, stonely slowness as well as computes classic cross dipole anisotropy
- ❖ To Generate STC correlograms which can then be displayed as VDL & interactively picked to identify the various components of the waveform. The interactive picking of the slowness curves can also be performed on vendor supplied STC Curves
- ❖ Frequency domain analysis can be used to investigate how slowness varies with frequency and to access and correct dispersion effects.
- ❖ First Break processing can also be performed.

1.10 Additional Functionalities

- ❖ Software capability must be available for programming interfaces like Python (3.0 and above) / any other platform to develop codes according to field specific correlations/research in the form of routines or scripts. This must allow integration of scripts with any existing workflows.

1.11 Geomechanics.

The Geomechanics module should have following Functionality.

- ❖ Mechanical Properties calculations
- ❖ Density Estimation
- ❖ Vertical Stress calculations.
- ❖ Pore Pressure calculations
- ❖ Horizontal Stress calculations
- ❖ Deterministic Wellbore Stability Calculations
- ❖ Stochastic Wellbore Stability Calculations
- ❖ Stress Inversion (Tectonic Strain finder with Uncertainty finder)
- ❖ Multi well workflow handling capabilities
- ❖ Sand ingression prediction / analysis
- ❖ Fracture & fault stability analysis

2. Advanced Seismic Interpretation with Artificial Intelligence (AI) Capabilities:

Technical Scope:

2.1 3D Relative Geological Time (RGT) Model

Convert seismic into a continuous stratigraphic framework where all the events (peaks, troughs, zero-crossing and inflection points) are interpreted.

2.2 Seismic attribute generation

Extensive library of post-stack attributes for stratigraphic and structural analysis.

2.3 Horizon stack (stratal slicing)

Generate unlimited, chrono-stratigraphically consistent stratal slices.

2.4 Faults

Automatically extract, edit, enhance, and model structural discontinuities. This process can be done using AI.

2.5 Geobody extraction

Identify and quantify stratigraphic or structural bodies directly from the seismic volume or from the Horizon Stack. This process can be done using AI.

2.6 Well log analysis

Correlate wells and markers with seismic and stratigraphic models for subsurface calibration.

2.7 Advanced Interpretation

- Change from the z-domain to the Wheeler domain to delineate stratigraphic features
- 3D Systems Tract modelling
- 3-Channel blending viewers (Volumes, 2D lines, Horizons, and Horizon stacks)
- Generate a GeoCellular Grid
- Fit Horizons to well tops
- Vectorial mapping to create detailed structural maps
- Spectral Decomposition
- 3-Channel cross-plots & classification

2.8 Quantitative Interpretation (QI) - Optional

- AVO analysis automation
- 4D attribute generation
- Coloured Inversion, Extended Elastic Impedance (EEI) workflow, and Deterministic Inversion

2.9 Time-Depth Conversion - Optional

- Seismic to well tie
- Velocity model building and interactive depth conversion

2.10 Property Propagation - Optional

- Propagate well logs in RGT model
- Waveform classification

2.11 Leverage AI to accelerate interpretation workflows:

- AI Hub – Centralized access to machine learning tools or Advanced VDS – High-speed data visualization and compression
- Python Integration – Custom workflows and scripts
- AI Gateway – Deploy and manage AI models across environments
- HPC Microservices – Scale workflows using cloud or on-premise HPC infrastructure

2.12 AI Fault Assist – AI-powered 3D fault detection

2.13 AI Powered Facies Interpretation – AI based geobody extraction

- Attribute visualization
- AI/ML based Waveform classification

3. Seismic Interpretation and Integration Software:

Technical Scope

3.1 Base Module

- **Operating System:** Software should run on Red Hat Linux Version 8.0 or above Operating System.
- **Database**: Software should be compatible with Oracle 19 or above version of Database.

A. Database Management:

The package should have Interactive data loading tools for 2D/3D seismic data, well data & cultural data, image, velocity data with adequate QC tools and should support most industry standard formats of seismic & navigation data and cartographic reference systems. It should be able to provide.

- Ability to build an environment that stores and centralizes the data and allows data to be shared among different geological and geophysical applications.
- Maintain an up-to-date record of data modifications made by different users of a particular project and easier to import and export data and to track processing history.
- Facility of no duplication of data – unlimited users can access without copying.
- Multiple users can access the data with or without full permission, able to project the interpretation data and the owner of the data.
- Advanced Project Data management and utilities: Manage Interpreter, Measurement System, Map Projection, Project Administration, and status.
- Capability of multiuser database which allows interpreters to QC and leverages existing interpretations to enhance new interpretations without spending large amounts of time hunting for data.
- Allow to view a wide variety of data types, study multiple problems at the same time, and analyse the same set of data in many different ways.
- Provision of a single source of truth – Users can find and use the right data when needed.
- Integration – Ability to perform multi-discipline workflows within a single application, allowing the Geologists, Geophysicists, and Modellers to use a single environment.
- Ability to allow geoscientists to work on the same data, at the same time, working collectively.
- Conversion from/ to of all industry standard geodetic datum and projection systems.
- Provision of creation of new geographic projection system.
- Well data and deviation data loading through standard formats including processed image logs.
- Comprehensive data management options for all seismic/ well/ cultural/ interpretation and import/ export of data.
- Provisions of integration of suite of E&P applications as well as third party applications.
- Loading/ Archive project data in its internal format.
- Auto generation of workflow process and guide for subsequent usage.
- Well documented support for all the modules
- Interactive shuffling of project & data from one projection unit to another (DMS, Decimal Degree)
- Excel based data export facility for well related data (logs, tops, well design parameters

etc.)
- Integration to web map services and connection to federated databases such as ArcSDE
- Perform georeferencing using a regular raster file and transform it into a georeferenced file using flexible data points with known coordinates.
- Display and interpret XYZ-referenced vertical images in the context of seismic data and regional interpretation.

3.2 Geophysical Interpretation

The module should necessarily comply with industry standard workflows of seismic interpretation. The key features required:

- 2D/3D seismic interpretation
- Supports Multi-Z interpretation and modelling.
- Multiple seed point interpretation
- Generate multiple horizon attributes at a time.
- Standard & Complex Horizon Calculator
- Horizon Based SpecDecomp Dominant Frequency and Volume attributes.
- Output horizon seismic attributes to the associated zone-based workflows
- Horizon/structure interpretation: Auto/ manual/guided horizon tracking in 2D,3D & composite data set with options to edit, delete, rename. Smoothing and interpolation of horizons.
- Fault Interpretation: Manual/auto fault tracking/ Automatic extraction of faults.
- Mis-tie handling
- Interactive prestack seismic data visualization in Cube Editor
- Display of post stack seismic data and seismic gather in Section Editor
- Comprehensive tools for synthetic seismic generation in time/depth, prestack/stacked, ability to generate/edit required logs, manipulate checkshot, analyse drift and induced artifacts, cross-correlate, perform wavelet extraction and correctly account for deviated wells.
- Depth-depth tie and stretching for PSDM seismic.
- Wedge modelling for thin-bed analysis
- Seismic Attribute: Single as well as multi-trace, single and two surfaces based, volume-based attributes with option of on-the-fly attribute generation and realization. All industry standard attributes like amplitude based, waveform based etc. Provision of Horizon Slicing & proportionate slicing and user defined attribute calculation. Ex. RMS, Sweetness etc.
- Surface calculation and mapping
- Un-faulting, Un-folding and structural reconstruction (2D)
- Structural and stratigraphic attributes both amplitude based, and waveform based.
- Advanced discontinuity identification attributes (Ex. Ant track, Variance/coherency, Fault-likelihood etc.) to delineate faults/fractures.
- Fault-Heave Calculation & Polygon Generation
- Structural filters for smoothing seismic reflections along dominant dips and removing random noise.
- Support Spectral shaping capabilities for data matching of amplitude spectrums and spectral shaping processes, including spectral whitening and spectral blueing.
- Support Waveform classification including Unsupervised and Supervised workflows for seismic facies classification.
- Breaking seismic volume into small components for 4D time-lapse and AVO analysis on large numbers of input seismic volumes, enabling the rapid identification of bypassed reservoirs and the generation of new prospects
- Automated/manual Pre-stack Interpretation
- Pre-stack attributes generation
- Generation of Pre-stack Offset Cubes for prospect de-risking
- Fluid & Porosity Substitution Modelling

- Forward Modelling
- Prestack tracking on non-flat gathers.
- Basic Processing functionalities like NMO/RNMO corrections
- Gathers flattening.
- AVO angle gather/attributes generation.
- Partial stack generation
- Estimation of P-wave, S-wave, Vp/Vs, density, porosity, poisson ratio logs
- Elastic suite of logs estimation

3.3 Geological Interpretation and Well Correlation:

Software should be enriched with following Geological Interpretation Tools:

- Robust well to well log correlation panel with user-friendly interactive data sorting & displaying provision (logs, marker, lithofacies, seismic, point data).
- Log correlation in well correlation, interpretation/section window and 3D window.
- Pick tops, faults, intervals, and lithology.
- Hang tops on one or many well tops.
- Select and drag curves for quick correlation.
- Raster log display and interpretation
- Cross-sectioning along seismic, point-to-point, well-to-well, or along the wellbore or well path
- True Stratigraphic Thickness (TST) and True Vertical Thickness (TVT) options
- Maps and bubble maps on production or point-set data
- Thematic mapping
- Log signature posting
- Stratigraphic column creation
- Create well templates and facility for displaying cross section, synthetic, tadpole dip-meter, core and FMI data, BMP/JPG images, multiple depth columns, multiple facies pattern, multiple logs etc., in same track.
- Facility for arithmetic, geometric and logical operations on logs, log editing and estimation
- Lithofacies interpretation
- Merging and editing of logs like splicing, de-spiking, and ability to add comments.
- Zone attribute Extraction and Mapping
- Notes, images, files – Geo Ref/ Depth Ref.
- Set up new well templates with log curves, production, pressure test, images and raster logs, synthetics, lithology, well intervals, perforations, casing, liner, or stratigraphic unit and attributes.
- Enriched with basic petrophysics tools for the geoscientist for user-defined log calculations and an equation toolkit with standard petrophysical equations.
- Multi-Well Cross-plotting
- Capability to send the cross-plot points to map window, interpretation window etc.

3.4 Mapping and Plotting:

- Gridding, contouring using industry standard and advanced algorithms (Convergent interpolation, minimum curvature etc.)
- Contour extraction & Contour editing
- Mathematical operations on grids and surfaces, volume computation etc. with thorough editing like pick removal, smoothing, and incremental point moving, pick and drag point value, assign selected grid node to the Z value, add or subtract selected grid node with the Z value.

- Flexible map legend, templates with option of user defined logo and multiple bitmap images.
- Editing & option of annotating the maps (text, styles, colors, fonts, size etc.)
- Generation of plot in standard format that can be plotted on any plotter or printer.
- Interactive display of coordinates, object information etc. with cursor tracking.
- Grid and surface math's and user defined macros provision for surface and grid calculation
- Deterministic and Stochastic Map based volumetric functionality

3.5 Velocity Modelling:

- The velocity modelling solution should be a robust platform which can integrate various types of data like Well data, seismic data, Geological and structural information etc. The key functionalities should include:
- Integrate VSP/Check shot/seismic velocity cube or point etc. for velocity modelling.
- Geostatistical Velocity Modelling in a 3D model-based approach
- Well-seismic integrated Velocity Modelling approach by including the anisotropy analysis.
- Structural Uncertainty analysis

4. Probabilistic Risk Assessment of undrilled prospects:

The Probabilistic Risk Assessment software is designed to perform probabilistic modelling to evaluate risk of different elements of Petroleum System using probabilistic simulation techniques

Technical Scope:

4.1 Probabilistic Risk Modeling

- Supports probabilistic reserves estimation (P10, P50, P90) to quantify ranges of STOIIP/OOIP, recovery factors, reserves, and risks.
- Capable of modelling resource and chance of success assessment for single zone to multizone prospects.
- Build multiple realizations of the reservoir resource and risk.
- Supports chance dependency modelling between multiple zones at prospect or component level.
- Supports assessment of multiple zones using different volumetric methods in a single prospect analysis.
- Software should provide tools to reality check extreme ends of distribution.
- Supports advanced statistical distributions and numerical clipping.
- Software should support chance dependencies between zones and impact on chance of success and aggregate resources.
- Software should generate Tornado Charts to reveal uncertainty
- Generates risk metrics such as percentiles, confidence intervals, and exceedance probabilities
- Provides visual outputs for risk communication: histograms, cumulative distribution functions, scenario comparisons
- Results are provided both in tabulated and in charts showing prospect assessment results and ability to export all tables to external workbooks.
- Hydrocarbon volume estimation under uncertainty.

5. Integrated Seismic Interpretation & Reservoir Modelling

The core system requirements in the base license of the software requires running the various modules for well correlation, seismic interpretation, geocellular modelling, uncertainty analysis in a flat file system.

Detailed scope to be included in the basic module requirement should have the following:

Core Capabilities:

5.1 Seismic Interpretation:
2D/3D seismic visualization, automated, semi-automated and manual horizon and fault picking

5.2 Log Correlation System:
Display, organize and interpret any type of well data in a flexible 2D environment, with the option to display wells as deviated and display in the inter-well space; 3D seismic, 3D grid geometry, reservoir properties, and simulation results. Setting up cross-section templates to share between projects and across the organization. Features should incorporate visualization and interpretation of thousands of well logs, pick and edit well tops in the well panel (see the effects directly in 3D, or vice versa), ghost curve with stretch and squeeze capabilities and automatic drop of well tops, interactive discrete log editing, log conditioning toolbar. The following core features which complement the well correlation workflows should be present

- Display of logs, core images, point data, FMI interpretation (rose diagrams and tadpoles), checkshots, and synthetic seismograms.
- Backdrop of seismic data with automatic co-rendering of data, 3D grid geometry, 3D grid properties with optional transparency, and simulation results with an associated dynamic time player.
- Well section templates creation and ability to share them with other users and projects.
- Display of well picks in time directly on seismic data.
- Edit existing logs or generate new ones from any number of curves interactively using the powerful log conditioning tool or compute new logs with the well log calculator and the log editor.
- Sample data from a property model or estimate a log from other wells along designated well trajectories.

5.3 Data Analysis Systems: Data transformations, analysis and removal of 1, 2 and 3D trends in continuous data, vertical proportion curves for discrete data, probability functions related to sampled seismic or property cubes, interactive variogram modeling for both discrete and continuous data, including nested variograms for complex structures. Histograms and cross plots of log data, model input and final properties, interactive editing of functions from cross plots and display of CDF curves are also available.

5.4 Facies Modeling in Geocellular Grid: This lithofacies system/module should enable the users to scale up logs into the geocellular grid, which allows bringing well logs or point attribute data to the 3D grid, that can be used for later conditional simulation in the lithofacies

modeling process. Several algorithms for discrete property distribution should be available in the software platform, key amongst them being:

- Deterministic modeling: indicator kriging, interactive editing (drawing tools), assign values from surfaces, other properties, constants or vertical functions.
- Stochastic modeling: multipoint facies simulation (MPFS); object modeling, sequential indicator simulation, truncated Gaussian simulation, and a modified version of TGSim with trends.
- The user should have the feature in the software to make the lithofacies models hierarchical, i.e. facies can be modeled inside codes from a previous modeled facies property, allowing more complex environments to be represented.
- The functionality for local property model update should be available in software, so only the cells in the update area are regenerated while keeping consistency with surrounding cells.
- Any discrete property generated by a facies modeling method should be available for QC, editing and visualization tools through tools such as scientific calculator, filters, generation of synthetic logs for well trajectories, extraction of connected volumes and map plotting.

5.5 Petrophysical Continuous Property Distribution in Geo cellular Grid:

This petrophysical system/module should enable the users to scale up logs into the geo cellular grid which allows bringing well logs or point attribute data to the 3D grid for conditional simulation in the petrophysical modelling process. Several algorithms for continuous property distribution should be available in the software platform, key amongst them being:

- Deterministic modeling: simple and ordinary kriging, moving average, functional, closest point assign values from surfaces, other properties, constants or vertical functions.
- Stochastic modeling: sequential Gaussian simulation, Gaussian random function simulation, plus user-defined algorithms in combination with other available methods.
- This module should have the functionality for the generated petrophysical models to be conditioned to lithofacies models, i.e. different value distributions can be used for different codes from a previous modeled facies property, allowing better representation of petrophysical parameters inherent to each rock type.
- Any continuous property generated by a petrophysical modeling method should be available for QC, editing and visualization tools: scientific calculator, filters, generation of synthetic logs, connected volume extraction, map plotting, and more.

5.6 Structural Interpretation:

The software should have functionality to improve the understanding of structure and delineation of fault and fracture networks through advanced edge detection and illumination attributes, including Amplitude Contrast, Edge Evidence, Dip Illumination, and Ant Tracking, as well as seismic reconstruction. It should allow users to interactively reconstruct seismic sections while interpreting, using geo mechanical principles, to achieve improved geological understanding in structurally complex areas. The software should support seismic reconstruction of sections in any orientation, enabling the generation of chronostratigraphic displays based on conformable sequences as well as unconformities. It should provide a multi-horizon flattening process incorporating faults through geo mechanical algorithms, along with geo-mechanical attributes for quality control of the reconstruction process. The

software should also be able to automatically extract fault patches to accelerate the interpretation process.

5.7 Seismic Well Tie:

It should support interpretation workflows, with interactive checkshot calibration of sonic log data, wavelet extraction and synthetic seismogram generation for both 2D and 3D seismic data. Features required:

- Dynamic update of time-depth relationship by interactive editing of checkshot, knee points and drift curve.
- Synthetic generation with implicit computation of reflectivity and acoustic impedance.
- Wavelet Toolbox with analytical, statistical, deterministic methods and predictability panels for QC.
- Time-varying wavelet options and tools for rotation/shift.
- Well section window for intermediate results, log conditioning, co-blocking and draw options applied dynamically during synthetic generation.
- Display of synthetic seismograms in 3D and comparison with seismic along the well for QC and correlation.

5.8 Domain Conversion:

The software platform should have the functionality of fast domain conversion backwards and forwards between time and depth for any object, including surfaces, horizons, faults, points, well data, 2D/3D seismic data, and pillar/stair-stepped 3D grids. This module should provide the features for creation of a velocity model as well as calibration of the model with the well data. The features should have:

- Layer-cake approach for velocity variations preserving relationships between faults and horizons.
- Velocity modeling and depth conversion for full time-to-depth workflows.
- Support velocity methods such as: V=Vo, V=Vo+kZ, V=Vo+k(Z-Zo), V=Vo+kT.
- External velocity cubes should be supported.
- Outputs should include time/velocity and depth/velocity datasets for QC.

5.9 Multi-trace Attribute:

The software should have the capability to create advanced seismic attributes for improved interpretation. It should include functionality for structural smoothing, iso-frequency analysis, variance, 3D curvature, and chaos attributes. In addition, it should include genetic inversion

methods that combine neural networks with genetic algorithms, allowing enhanced reservoir property prediction.

5.10 Seismic Sampling:

The software should have the following features for resample seismic attribute volumes as properties into 3D structural grids for trend and probability analysis:

- Sampling attribute volumes into an existing 3D grid.
- Averaging methods and zone filters.
- Sampling geo body objects extracted from seismic attribute volumes.
- Flexible mapping of voxels (geoblobs) into grid cells.

5.11 Seismic Volume Rendering and Extraction:

The software should have the following features for geo body extraction through seismic volume rendering

- Rendering volumes in 3D with using box, horizon, and well probes
- Interactive filtering with opacity and classes selections
- Sculpt probe using clipping polygons; Sculpt extracted geo body using clipping polygons and erase/paint tools
- Pan through geological sequences using the horizon probe and the thickness and vertical offset parameters Integration into geological models.
- Extract single or multiple geo bodies with single click of rendered seismic data
- Assign each a geological template once geo bodies have been extracted, to easily sample them into the model
- Cross plotting seismic volumes and generating classification volumes.
- Apply multiple filter selections of cross plotted seismic volumes to generate classification volumes
- Perform quick, true 32-bit RGB color blending of three seismic volumes
- Export seismic classification volumes as SEG-Y or ZGY

5.12 Structural and Fault Seal Analysis:

The software should have the capability to carry out fault juxtaposition analysis in a 3D grid using property modelling, along with comprehensive fault property mapping and analysis tools. It should also have functionality to generate fault plane diagrams and provide cross-fault analysis tools to support structural interpretation and evaluation. The software should have integrated fault seal and fault flow prediction tools, enabling geoscientists and reservoir engineers to assess sealing capacity and flow characteristics across faults. For reservoir engineering applications, the software should provide fault transmissibility multipliers to support dynamic modelling. The software should have an automated workflow for structural analysis and fault seal prediction, with full support for quantifying and integrating structural uncertainties across disciplines, ensuring consistency from interpretation to dynamic modelling.

5.13 Data Science System:

The software should be able to carry out neural network analysis, enabling the user to train and create estimation model objects. It should provide access to tools where input data types include well logs, points with attributes, surfaces with attributes such as seismic attribute maps, and discrete or continuous properties for use in estimation and classification processes. The software should be able to generate classification and estimation models applicable for 1D, 2D, or 3D facies classification, as well as for predicting well logs, seismic attribute cubes, discrete or continuous 3D properties, and surfaces. The software should also include trend modelling and geometrical trend modelling processes, enabling geologists to reproduce realistic

sedimentary environments and bridge the gap between 1D and 2D data, geological concepts, analogues, and 3D modelling workflows.

5.14 Uncertainty & Risk:

Probabilistic workflows, scenario modeling, and sensitivity analysis for simulation-ready geological and geophysical models.

5.15 Database and Usability:

5.15.1 Supports Python scripting for workflow automation

5.15.2 Compatible with industry-standard formats: SEG-Y, LAS, ASCII, ZGY, RESQML

5.15.3 Supports ArcGIS files via Esri projection engine for CRS management and image referencing.

5.15.4 The software should be able to increase productivity through multiuser database access and collaboration, It should synchronize data and interpretation.

5.16 Online Help System: –

The online help system should allow access to knowledge in the context of user workflows. This module should guide the user in the use of the platform's processes, in performing workflows, and checking the quality of results—all accessible directly from your data or processes.

6. Pore Pressure Prediction

Pore Pressure Prediction Module is a specialized software suite designed to address of a comprehensive range of pre and post drill wellbore pressure modelling workflows. Availability of pore pressure modelling, vertical stress, shale trend, and fracture pressure calculation workflows reduce risk, improve safety, and optimize well delivery.

Detailed scope to be included in the basic module requirement should have the following:

6.1 Pore Pressure Modelling:

- **1D to 3D Pressure Modeling**: Build and propagate pressure models using offset well data, seismic velocities, and geological trends
- **Multi-Model Support**: Availability of a comprehensive suite of pore pressure models and recipe-based pore pressure prediction, to include at a minimum: Eaton, Bowers, Dutta, Tau, Miller, Holbrook, McNuttother industry-standard pressure prediction models
- Availability of integrated, single window, interactive plots for Bowers, Eaton, Bowers Unloading with one-click calculation for Bowers and Eaton parameters.
- Availability of rock physics-based technique for predicting pore pressure from resistivity data.
- Availability of rock physics-based technique for predicting pore pressure from velocity data.
- Availability of multiwell modelling in a single window for regional analysis.
- Availability of direct export of vertical effective stress and mudweight equaivalents from pore pressure curve calculations.

6.2 Fracture Pressure Modelling:

- Availability of a comprehensive set of models to empirically determine the relationship between fracture pressure and pore pressure, to include at a minimum: Matthews and Kelly,

Daines, Eaton, Breckels & Van Eekelen and other industry-standard fracture pressure prediction models

- Availability of lithology correction techniques for fracture pressure modelling such as working interval reduction and Singh & Emery
- Availablity of an integrated, mixed mode LOT model for Fracture Gradient prediction

6.3 **Seismic Pressure Calculator**:
Converts seismic velocity data into pressure models which supports both Deterministic and Stochastic Models with uncertainty analysis. Capable of calculating 3D pore pressure and fracture pressure.

6.4 **Real-Time Monitoring**:
Seamless transition from pre-drill modeling to real-time drilling data integration

6.5 **Shale Trend Filtering**:
Sophisticated exclusion of non-shale intervals for accurate compaction trend analysis

6.6 **Vertical Stress Generator**:
Computes lithostatic trends and overburden pressure

6.7 **Uncertainty Quantification**:
Multi-realization analysis and model ranking based on prediction confidence

- Supports pre-drill and real-time well planning.

6.8 **Geomechanical Modelling:**
Availability of fully integrated 1D/2D/3D analytical geomechanical modelling within the same application / GUI to perform pre- and post- drill wellbore stability analysis including at a minimum:

6.8.1 Geomechanical Modelling: Availability of fully integrated 1D/2D/3D analytical geomechanical modelling within the same application / GUI to perform pre- and post- drill wellbore stability analysis including at a minimum:
6.8.2 Availability of interactive, analytical geomechanical model-building incorporating both elastic property and pressure models.
6.8.3 Availability of drilling event sets and associated drilling history plots.
6.8.4 Availablity of integrated image log QC, conditioning and processing functionality including equalisation & speed correction.
6.8.5 Availability of integrated image log interpretation functionality for interpretation of borehole breakouts, sedimentology, and fractures.
6.8.6 Availability of comprehensive suite of UCS rock strength calculations for multiple lithologies.
6.8.7 Availability of horizontal stress calculators derived from measurable rock properties
6.8.8 Availability of calculation of friction angle, tensile failure, and collapse pressure.
6.8.9 Availability of multiple failure criterion models, to include at a minimum: Coulomb, Modified Lade, Circumscribed Drucker-Prager, Mogi-Coulomb
6.8.10 Availability of integrated static-dynamic property calibration.
6.8.11 Availability of mechanical stratigraphy derivation.
6.8.12 Availability of comprehensive suite of plotting tools, to include at a minimum: Stress polygon plots, Wellbore hoop-stress plots, Tadpole plots, Rose diagrams, Stereonets.
6.8.13 Rock Physics Modelling: Availability of an integrated rock physics modelling and well-to-seismic tie package within the same application / GUI, to create and

calibrate robust elastic-geological relationships and quantitatively characterise seismic response. To include at a minimum:

6.8.14 Availability of extensive library of Rock Physics models and workflows suitable for both conventional and unconventional resources, to include at a minimum: carbonate tools such as Vernik- Kachanov for fractured-carbonate, Rock Physics modelling for effective pressure, organic carbon, kerogen, and pore complexity, Reverse Rock Physics Modelling workflows, Absolute and relative Rock Physics workflows for robust inversion feasibility study.

6.8.15 Availability of comprehensive AVO analysis toolkit, to include at a minimum: Quick look blocky modelling, Multi-well AVO uncertainty analysis incorporating 3D probability density functions.

6.8.16 Integrated Impedance Depth Trend Analysis with depth varying AVO related compaction modelling.

6.8.17 Availability of comprehensive log upscaling tools

6.8.18 Availability of multi-dimensional, depth-varying Bayesian classification.

6.8.19 Availability of direct polygon classification of log data.

6.8.20 Availability of comprehensive post/pre-stack synthetic seismic modeling, to include at a minimum: Modified Shuey, Zoeppritz, Full Wavefield, Ray Parameter.

6.8.21 Availablity of wavelet estimation, analysis, editing and averaging.

6.8.22 Availablity of 2D forwards modelling.

6.8.23 Availability of drilling event sets and associated drilling history plots.

6.8.24 Availablity of integrated image log QC, conditioning and processing functionality including equalisation & speed correction.

6.8.25 Availability of integrated image log interpretation functionality for interpretation of borehole breakouts, sedimentology, and fractures.

6.8.26 Availability of comprehensive suite of UCS rock strength calculations for multiple lithologies.

6.8.27 Availability of horizontal stress calculators derived from measurable rock properties

6.8.28 Availability of calculation of friction angle, tensile failure, and collapse pressure.

6.8.29 Availability of multiple failure criterion models, to include at a minimum: Coulomb, Modified Lade, Circumscribed Drucker-Prager, Mogi-Coulomb

6.8.30 Availablity of integrated static-dynamic property calibration.

6.8.31 Availability of mechanical stratigraphy derivation.

6.8.32 Availability of comprehensive suite of plotting tools, to include at a minimum: Stress polygon plots, Wellbore hoop-stress plots, Tadpole plots, Rose diagrams, Stereonets.

6.9 **Rock Physics Modelling:** Availability of an integrated rock physics modelling and well-to-seismic tie package within the same application / GUI, to cretae and calibrate robust elastic-geological relationships and quantitatively characterise seismic response. To include at a minimum:

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Reverse Rock Physics Modelling workflows, Absolute and relative Rock Physics workflows for robust inversion feasibility study.

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6.9.5 Availability of multi-dimensional, depth-varying Bayesian classification.

6.9.6 Availability of direct polygon classification of log data.

6.9.7 Availability of comprehensive post/pre-stack synthetic seismic modeling, to include at a minimum: Modified Shuey, Zoeppritz, Full Wavefield, Ray Parameter.

6.9.8 Availablity of wavelet estimation, analysis, editing and averaging.

6.9.9 Availablity of 2D forwards modelling.

6.10 Useability, Quality and Deliverability:

- Should be able to batch load core, well and seismic datasets for speed and efficiency.
- Should be able to maintain drilling event sets and drilling history plots to ensure thorough understanding of previous well history.
- Should provide single, matrix and user defined cross-plotting with well viewer interactivity to allow investigation of elastic property relationships.
- Should include a log prediction function for missing / incomplete log data.
- Should allow single well and multiwell direct pressure data to be viewed and analysed using dedicated plots and workflow in a single window/track with a proper adjustment of well properties
- Pressure test analysis: Should include selectable quality filters for all data and test types, calibration points and mobilities.
- Should have capability to change to different visualisation and plotting/converting units on the fly within windows for analysis and communication of final results
- Should be able to receive and update WITSML data directly into software from rig feeds without additional licence or fee.

7. Well Test Analysis

7.1 Pressure Transient Analysis

The pressure transient analysis software should be used in reservoir engineering and dynamic data analysis. The software should analyse the pressure data from well tests to characterize reservoir properties and well behaviour. The software in general should have the following capabilities:

- Core analytical approach for identifying flow regimes and reservoir boundaries.
- Includes analytical models for radial, linear, spherical flow, and more complex geometries.
- Can handle interference tests and multi-rate testing.
- Compatible with permanent downhole gauges and surface flowmeters.
- Derivative plots, log-log plots, and specialized visualizations for transient behavior.
- Supports history matching and simulation for complex reservoir systems.

7.2 Rate Transient Analysis

The rate transient analysis software should complement pressure transient analysis by analyzing production rate and pressure data over time to evaluate reservoir performance and forecast production. The software should have the following capabilities:

- Combines traditional decline curve analysis with modern reservoir models.
- Imports data from ASCII, Excel™, and other KW modules via drag-and-drop.

- Includes Blasingame plots, normalized rate vs. time, and log-log plots for flow regime identification.
- Enables long-term production forecasting using real models, not just empirical fits.
- Handles single and multiphase PVT data, with support for nonlinear modeling when fluid properties vary.
- Fully compatible with pressure transient analysis software and models for seamless workflow.

8. Material Balance Analysis

Material Balance software should enables non-dimensional reservoir analysis throughout a field's life from early stages with limited data to mature fields with detailed information. This software should analyze reservoir performance by providing quick calculations, verifying history matches, and estimating oil, gas, or condensate in place using PVT and cumulative production data. Unlike classical methods, it should model various fluids with Black oil or compositional approaches, accounting for PVT changes and compositional gradients. It should also handle complex reservoirs, including compartmentalized fields with faults, using multi-tank models and transmissibility data. These capabilities extend material balance applications across the entire reservoir lifecycle.

8.1 Material Balance Calculations

- Provides advanced material balance methods beyond classical approaches.
- Estimates oil, gas, or condensate originally in place (OOIP/GIP).
- Models drive mechanisms using novel methods such as relative permeability curves and multi-tank modeling.
- Capable of handling compositional gradients in high-relief reservoirs.
- Supports both black oil and compositional descriptions.

8.2 Comprehensive Analysis Capabilities

- Allows non-dimensional analysis throughout early, mid, and mature field phases.
- Can be applied even with limited data such as PVT properties and cumulative production.
- Used as a proxy model or quality check alongside numerical simulators.
- Handles compartmentalized reservoirs with sealing or pressure-activated faults.

8.3 History Matching

- Uses graphical techniques like Cole, Campbell, and P/Z plots.
- Identifies drive mechanisms and validates data integrity.
- Matches historical production using industry-standard models.
- Generates custom relative permeability curves calibrated to field data.
- Allows tank-based or well-by-well data entry for accurate modeling.

8.4 Forecasting & Field Planning

- Offers both integrated forecasting with reservoir models and standalone analysis options.
- Produces physically representative permeability curves and forecasts differences between wells.
- Supports full-field development planning with customized models.

8.5 Aquifer & Drive Mechanism Analysis

- Calibrates aquifer size and pressure behavior to forecast production performance.
- Incorporates multiple drive mechanisms to improve prediction accuracy.

8.6 Fault & Multi-Tank Modeling

- Simulates reservoirs with faults using transmissibility data.
- Models pressure interactions between compartments during production.

8.7 1D & Multi-Layer Modeling

- Applies Buckley-Leverett and fractional flow equations for oil-water displacement.
- Generates layer-specific curves for complex reservoirs.

8.8 Reservoir Allocation

- Back-calculates production allocation using Inflow Performance Relationships (IPRs).
- Enhances classical methods based on permeability and pay thickness for multi-layer systems.

8.9 Streamline Analysis

- Estimates sweep efficiency and fractional flow in injection and production patterns.
- Analyzes water breakthrough and watercut evolution when simulations are computationally expensive or data is scarce.

9. Production Optimization Software

The Production Optimization software should be comprehensive petroleum engineering software that can support advanced multiphase well and pipeline nodal analysis along with a wide range of additional features for production optimization and troubleshooting. The software should be technically rigorous, user-friendly, and adaptable for different well types and operating conditions. The software should have the following features:

9.1 Well & Pipeline Modelling

- Ability to simulate multiphase pressure drop using both empirical and mechanistic models.
- Inflow and outflow modelling for vertical, deviated, horizontal, multilayer, and multilateral wells.
- Sensitivity analysis and model matching with actual well data.
- Option to use third-party pressure drop models through plug-in integration.

9.2 Flow Assurance

- Capability to evaluate hydraulic issues such as slugging, erosional velocity, and liquid loading.
- Thermodynamic modelling for hydrate formation, waxing, scaling, and salt precipitation.
- Recommendations for operational interventions (pressure adjustments, inhibitors, surfactants, etc.).

9.3 Artificial Lift Systems

- Design and troubleshooting for gas lift, ESPs, PCPs, jet pumps, sucker rod pumps, and similar methods.
- Transient gas lift simulation for unloading and stability studies.
- Access to a regularly updated equipment database of pumps, valves, and motors.
- Integration of artificial lift systems into broader network and optimization models.

9.4 Thermal & Compositional Modelling

- Multiple heat transfer approaches from simple approximations to full enthalpy balance.
- Built-in database of casing, tubing, cement, and mud heat transfer properties.
- Fully compositional thermodynamic engine for hydrate, CO_2, salt, and heavy oil cases.
- Prediction of vaporized water production in gas wells.

9.5 Steam Well Modelling

- Capability to model SAGD, Huff & Puff, and direct steam injection wells.
- Steam-enabled lift curve generation for use in field-wide network models.

- Perforation Design & Performance
- A module for perforation optimization considering charge, rock, and fluid properties.
- Integration of perforation performance directly with inflow and outflow well models.

9.6 Integration & Digital Oilfield Support

- Real-time monitoring and optimization workflows for well and pipeline systems.
- Compatibility with larger network models for full-field optimization.
- Flexible architecture to support automation and digital oilfield initiatives.

In summary, the software must be an integrated solution that supports the full lifecycle of oil and gas wells from design and testing, to flow assurance, artificial lift, thermal recovery, perforation design, and field-wide optimization. It should combine technical depth with practical workflows to assist in both planning and real-time operations.

10. Production Network Modeling Software

The production network modeling software should cover the complete scope of multiphase network modelling, simulation, and optimisation. It should provide a high-performance, integrated platform designed for accuracy, scalability, and seamless workflows across wells, surface facilities, and injection systems. The network modelling software should have the following capabilities:

10.1 Full-Field Network Integration

The system must allow end-to-end modelling of reservoirs, wells, and surface facilities as a single connected network. It should account for the interaction of multiple wells producing into the same system, including backpressure effects that impact overall performance.

10.2 High-Accuracy System Solver

The requirement is for a robust solver capable of balancing pressure, flow, and temperature across every element of the production and injection system. The solver should be fast, equation-based, and able to handle dynamic responses from pipelines, chokes, compressors, and wells.

10.3 Field Optimisation Engine

The software should include a powerful non-linear optimisation tool that identifies the best operational settings to maximise recovery. This must cover choke positions, artificial lift allocation, compressor adjustments, and other control levers while honouring system constraints.

10.4 Strategic Forecasting Capability

There is a need for rapid long-term forecasting under real operating constraints. The tool should simulate development strategies, artificial lift performance, and production objectives over time, helping to support investment and planning decisions.

10.5 Flow Assurance

The system must provide analysis of potential flow risks such as slugging, wax deposition, hydrate formation, and liquid loading. It should combine PVT behaviour with pipeline hydraulics to define safe operating ranges and prevent disruptions in production.

10.6 Advanced PVT Handling

The software should be able to handle different PVT models across reservoirs, wells, and surface networks. It must combine EOS and Black Oil methods into a hybrid approach, ensuring more accurate and reliable fluid representation throughout the system.

10.7 Surface Equipment Modelling

The requirement is for accurate simulation of compressors (reciprocating, screw, and multiphase) and pumps (jet and multiphase). The system should evaluate how equipment performance changes with time, making it valuable for both design and operations.

10.8 Well Behaviour and Diagnostics

The system must allow detailed evaluation of well performance using embedded well models or native calculations. It should assess artificial lift strategies, diagnose well design under future conditions, and consider backpressure effects across the field network.

11. Reservoir Simulation

The reservoir simulator should be a fast black oil simulator which can be used to model primary, secondary and tertiary oil recovery processes. It should have high performance, integrated platform built for speed, scalability and seamless workflows across subsurface and surface domains. The reservoir simulation software should have the following capabilities:

11.1 Sensitivity Analysis (SA)

Use the Sensitivity Analysis workflow to confidently identify and assess the impact of uncertain reservoir parameters on objective functions for improved history matching and reliable production forecasts.

11.2 Fluid & PVT Analysis: EOS tuning, lab data integration & phase behavior modeling.

11.3 Augmented Intelligence History Matching (HM)

Augmented Intelligence HM adjusts the simulation model properties to accurately reproduce past reservoir behavior and to simulate future behavior with increased confidence. The automated machine learning-based workflow finds the optimal solution using minimal engineering time, in as few runs as possible.

11.4 Optimization

Leverage AI and modern machine learning algorithms to vary dozens to hundreds of parameters simultaneously to find an optimal solution. The AI should optimize field development and operational strategies to increase production, Net Present Value (NPV) and ultimate recovery.

11.5 Uncertainty Analysis (UA)

Automatically incorporate all uncertainties into a model, through a combination of simulation runs and Proxy-based algorithms to quantify and understand the impact reservoir and operational uncertainties will have on project economics.

The reservoir simulation software should be especially valued for its speed, ease of use, and ability to handle large complex models- making it a go-to tool for both conventional and unconventional reservoirs

12. Production system designing software

Modern production systems require designs to ensure that fluids are safely and cost-effectively transported from the reservoir to the processing facilities. Whether these systems exist in harsh environments such as deep-water fields with complex infrastructure, or large-scale onshore developments, many factors influence the design of these systems. The ability to accurately simulate such a broad range of scenarios and conditions has established the need for a simulator which can design the steady-state multiphase flow in production system design.

Once these systems are brought into production, the ability to ensure optimal production is critical to achieving the maximum economic potential. The simulator should provide a comprehensive set

of workflows ranging from well candidate selection for workovers to identification and mitigation of flow assurance challenges to the online optimization of the complete system.
The simulator should model multiphase flow from the reservoir through to the surface facilities to enable comprehensive production system analysis. The software should have the following capabilities

12.1 Base:

Single branch multiphase steady state flow simulation and used to design wells and model their performance. Following technical workflows should be available within this system.

- **Nodal & Sensitivity Analysis**
  Perform a comprehensive nodal analysis at any point in your hydraulic system using multiple sensitivity parameters. Performed on any system variable and plot inflow/outflow at any nodal point in the system; providing an understanding of where your production enhancement opportunities might exist.

- **VFP Tables**
  The software should include specific operations for generating performance tables for reservoir simulators and standard pressure/temperature profiles. VFP tables are generated as input to simulation models for different supported reservoir simulators. The software should support following reservoir simulators for VFP tables. ECLIPSE, PORES, VIP, COM4 and MoRes

- **Completion Models**
  In addition to all the standard model types for vertical, horizontal and fractured wells, the software should allow for complex multi-layered completions using different reservoir inflow parameters and fluid descriptions.

- **Flow Correlations**
  The software should incorporate all the current industry standard single phase and multiphase flow correlations (Vertical and Horizontal flow), also both empirical and mechanistic. The software should give the possibility to choose Flow Correlations from different sources like BJA or Third-party correlations like OLGA.

- **Fluid Modelling**
  The software should offer the choice between black-oil correlations or a range of EOS compositional models. Phases within EOS compositional models depend on flash packages which are mentioned further below in this document.

- **Flow Modelling, Flow Maps and Flow Patterns**
  The software should not only models multiphase flow from the reservoir to the wellhead but also consider flowline and surface facilities performance for a comprehensive production system analysis.
  The software should produce detailed flow regime maps at the existing pipeline operating conditions, incorporating all angles of inclination. The software should use the in-situ superficial gas and liquid velocities to identify the flow pattern at every node in the system, allowing you to determine the hold-up and pressure distribution in your pipeline system.

- **Corrosion and Erosion**
  The software should allow to do corrosion and erosion identification in production system. The software should specifically predict CO2 corrosion rates using de Waard model for CO2 dissolved in water. It should also model erosion rates using API 14E and Salama models.
  The software should quickly determine the maximum erosion and corrosion rates for different production rates.

- **Slug Modelling and Slug Flow**
  Predicting slugs through flow regime maps, their size and frequency enables you to optimize the design of your pipeline and processing facilities. The software should also predict the occurrence of slugging in risers and size the slug catcher according to that. Various other models can be used to identify critical characteristics of hydrodynamic slug flow.

- **Field equipment that can be modelled:**

  Compressor: The basic compressor model uses centrifugal and reciprocating compressor equations to determine the relationship between inlet pressure and temperature, outlet pressure and temperature, flow rate, power and efficiency. It is also possible to use built in or user developed compressor curves to describe the relationship between differential pressure, flow rate and efficiency for a range of compressor speeds.
  Expander: The basic expander model uses centrifugal expander equations to determine the relationship between inlet pressure and temperature, outlet pressure and temperature, flow rate, shaft power and efficiency. It is also possible to use built in, or user defined expander curves to define the relationship between differential pressure, flow rate and efficiency for a range of expander speeds.
  Single phase pump: The basic pump model uses centrifugal pump equations to determine the relationship between inlet pressure and temperature, outlet pressure and temperature, flow rate, shaft power, hydraulic power and efficiency. It is also possible to use built in or user defined pump curves.
  Twin Screw Type Multiphase Boosters.
  Helico-Axial Multiphase Boosters: Apart from generic boosters, The OneSubsea multiphase booster (formerly called FRAMO 2009 Multiphase Booster) are available which are based on helico-axial Multiphase boosting technology, which involves kinetic energy being added to the fluid as it flows horizontally through a series of pump stages consisting of a rotating helical-shaped impeller and a stationary diffuser. The helico-axial booster is a rotodynamic pump that is a hybrid between a centrifugal pump and an axial compressor. It can pump larger fluid volumes than positive displacement pumps (e.g. twin-screw pumps), which is one of the reasons it is deployed in a majority of offshore and subsea applications.
  Separator
  Heat Exchanger
  Re-Injection point

12.2 Networks:

Network multiphase steady state flow simulation used to design complex production and injection networks and model their performance. NET is proven to be scalable – from just a few wells to network that have over 600+ wells.

- **Network Models**
  Networks that may include loops, parallel lines and crossover; the robust solution algorithm can model gathering, distribution and injection networks. calculating the deliverability from field gathering systems; prediction pressure and temperature profiles through complex flow paths; field development planning; solving downhole network encountered in multi-lateral wells.

- **Network Reports**
  Detailed reports can be produced that allow easy identification of bottlenecks or over capacity in your network.

12.3 Multiflash

Fluid Modeling for multi-phase fluids

Multiflash base module should comprise of 3-phase flash & extensive range of HC components & solvents for different fluid types & composition fluid modelling. It should support different BIP (Binary Interaction Parameters) & various EOS. It should enable fluid modelling & advance flow assurance analyses. Multiflash should allow the following:

- Characterization of a fluid from compositional, black oil data or IBP curves
- Simulation and fitting of the model to data from the most common PVT experiments (CME, separator test) and viscosity measurements
- QC of the PVT data and underpinning of errors and inconsistencies
- Elimination of mud contamination and generation of a representation of the decontaminated sample

- **Wax Thermodynamics**

  Calculates the conditions at which wax precipitation occurs. It should allow displaying wax precipitation lines on the phase envelope plots and comparing with the PT values output by the simulation software along the flow path to give an indication if wax is likely to be a problem but does not allow simulating wax deposition. Other plot variables are Wax sub-cooling DT, Wax formation temperature, etc. It should also enable tuning of wax model with respect to laboratory test data like WAT, wax content %, wax viscosity curves etc.

- **Hydrates Package:**
  - Can accurately predict at what condition the gas hydrate forms, and how much will form.
  - Can reliably predict what type of gas hydrates forms: Hydrate I, II or H as well as the complex phase transitions among the fluid and hydrate phases.
  - Can predict not only the partitioning of the thermodynamic hydrate inhibitors among the fluid phases but also the accurate prediction on hydrate inhibition.

The hydrate inhibitors that can be modelled by Multiflash include:

- Methanol, ethanol, MEG, DEG and TEG.
- Can provide accurate calculation on the required inhibitor injection rates/dosages to suppress the hydrate formation.
- Has been extended to include a well-developed electrolyte model to model the effect of salts on hydrate inhibition and the salts precipitation.
- Is a fully integrated model that is readily imbedded in software, top and a plantwide processing facilities simulation environment.

- **Asphaltene module:**

  This module should help to determine the asphaltene depositional envelop of a live oil using compositional data, SARA analysis data, AOP data at two different temperatures and bubble point pressure. When the fluid's phase envelop is created it can be imbedded in software to predict the asphaltene depositional tendency along the flow path of wells and pipelines.

12.4 OLGAS 3 Phase

This package should consist of OLGAS, the steady-state prediction routine from the transient OLGA multiphase pipeline simulator. It is a mechanistic model which simulates each of the flow regimes in multiphase flow and determines among other things pipeline pressure drop, hold-up and flow regime.

Special Terms & Conditions – Software Procurement

- **Technical Contact**

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Email: Mahesh.Bhosale@sunpetro.com
Mobile: +91 9167797211

- **Application Requirements**
  - All applications must be provided as a complete bundle, inclusive of database licenses.
  - Applications must include support for installation of both the software and associated licenses.
  - Each application must specify the duration and scope of IT Administrator & User Training, tailored to the software.
  - Module-wise user training must be conducted by subject matter experts.

- **Technical & Support Specifications**
  - Applications must include detailed System Requirements, covering both Server and Client architecture.
  - A Support Escalation Matrix must be provided, including defined SLAs for issue response and resolution.
  - Vendors must commit to quarterly review & training sessions for updates and feature enhancements.
  - Each application must list:
    - o Detailed modules and their respective license types.
    - o Licensing model perpetual only.
    - o Hardware requirements
    - o DB & structure (Oracle, .Net, Sql etc.)
    - o Third-party integration compatibility
    - o Operating System-level support Linux (RedHat, Ubuntu, CentOS & Windows)
    - o Data backup and restore capabilities
    - o Frequency of updates, bug fixes, and access to technical support
    - o Availability of manuals, tutorials, and onboarding sessions
    - o OS-level support, data backup & restore capabilities
    - o Compatibility with third-party integrations

- **Compliance & Legal**
  - Applications must adhere to industry compliance standards and regulatory requirements, including audit readiness.
  - Vendors must disclose AMC charges applicable after the initial one-year warranty period for 1 Year, 3 Years & 5 Years.
  - Systems must demonstrate performance and compatibility benchmarks.
  - Vendors must agree to a confidentiality clause, ensuring protection of proprietary workflows and shared data.
  - Applications must prevent reverse engineering and unauthorized deconstruction.
  - Full compliance with regulatory and audit protocols is mandatory.

SECTION-IV
RESPONSIBILITY MATRIX

Sr. No.	Activity / Responsibility	Bidder	SunPetro
1	**Requirements Gathering**	C	I
2	**Solution Design & Architecture**	R	I
3	**Contract & Licensing**	A	R
4	**Implementation Planning**	R	I
5	**Software Configuration & Customization**	R	I
6	**System Integration**	R	I
7	**Testing (UAT, SIT)**	C	I
8	**Training & Documentation**	R	I
9	**Go-Live Support**	R	I
10	**Post-Go-Live Maintenance**	A	I
11	**Change Requests / Enhancements**	R	I
12	**Security & Compliance**	C	I
13	**Performance Monitoring**	R	I
14	**Issue Resolution / Helpdesk**	A	I
15	**Renewals & Upgrades**	A	R

Legend:

- R = Responsible (executes the task)
- A = Accountable (owns the outcome)
- C = Consulted (provides input)
- I = Informed (kept in the loop)

SECTION-V

Quality Control &

Quality Assurance

5.1 Key QA Activities:

- Requirements Validation: Ensure functional and regulatory requirements (e.g., API, ISO, OISD) are clearly defined and traceable.
- Design Reviews: Conduct architecture and interface reviews with IT team.
- Coding Standards: Enforce secure coding practices and version control.
- Process Audits: Regular audits of development lifecycle (SDLC) and documentation.
- Compliance Checks: Validate adherence to Oil & Gas regulations (e.g., IEC 62443 for industrial cybersecurity).
- Test Planning: Define test strategy, scope, and acceptance criteria in collaboration with stakeholders.

5.2 Quality Control (QC) – Product-Oriented

Objective: Detect and correct defects in the software before handover.

Key QC Activities:

- Functional Testing: Validate core features like data acquisition, alarm management, and reporting.
- Integration Testing: Ensure seamless interaction with Third party applications and devices.
- User Acceptance Testing (UAT): To be conducted with IT & User teams.
- Performance Testing: Assess system behavior under load, latency, and real-time data conditions.
- Security Testing: Verify authentication, authorization, and data protection mechanisms.
- Installation Verification: Confirm successful setup, license activation, and system readiness.
- Defect Tracking & Resolution.

5.3 Approval of QA/QC Deliverables

All QA/QC plans, test cases, and test results shall be submitted to COMPANY for review and approval. COMPANY's written acceptance of test results shall be a prerequisite for Final Acceptance.

5.4 Requirements Traceability

The CONTRACTOR shall prepare and maintain a Requirements Traceability Matrix (RTM) mapping each functional requirement to corresponding test cases and acceptance criteria, to be reviewed and approved by COMPANY.

5.5 Defect Closure Criteria

All critical and major defects identified during testing or UAT shall be resolved prior to Final Acceptance. Minor defects may be accepted subject to COMPANY's discretion, provided they are tracked in the defect log and closed within the agreed timeline during the warranty period.

5.6 COMPANY Audit Rights

COMPANY reserves the right, upon reasonable notice, to audit CONTRACTOR's QA/QC processes, records, and documentation, either directly or through its authorized representatives, without relieving CONTRACTOR of its obligations under this CONTRACT.

SECTION-VI
BID EVALUATION CRITERIA

A. Technical Evaluation Criteria

1. Bid Completeness

- Bidder can quote for the part or complete suite of software listed in the scope of work and price schedule. However, bidder to note that, the software they are quoting must be their proprietary software and the rights to sale should be with the bidder.
- Bid must cover full scope of work for the quoted software(s) of a particular module and conform to technical specifications.
- Bid must be supported by technical catalogues/literature for the quoted software.
- Incomplete or non-conforming bids will be rejected.

2. Proven Track Record in Oil & Gas Sector

- Minimum 5 years of experience in supplying the offered software(s) with documentary evidence to establish Past Track Record (PTR).
- Successful implementation of similar software solutions in Oil & Gas Sector during the last 5 years.
- Submit details of past and current projects, including client names and scope with copies of order executed and experience certificates issued by the end user.
- Bidder should have local support in India for troubleshooting of the offered software(s).
- For Joint Ventures:
  - All partners must meet qualification criteria jointly.
  - Lead partner responsible for contract management.

B. Financial Evaluation Criteria

i. The bidder should have average yearly turnover of minimum Rs. 8 crores or USD 1 Million (Foreign) during last three financial years (2022-23, 2023-24 and 2024-25). Audited financial statement for the last 3 years to be submitted along with the bid.
ii. The net worth of the bidder for FY 2024-25 should be positive with positive cash flow and profitability for last minimum 2 years out of 3 years.
iii. CA certified net worth certificates to be provided for both i and ii.
iv. Bidder to submit Audited Financial Statement for FY 2022-23, 2023-24 and 2024-25

C. Commercial Evaluation Criteria

1. Bids are to be submitted as per instruction provided in Notice Inviting of Tenders in Section – I.
2. 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 unless duly authorized by the OEM and meeting the BEC.
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 without valid GST registration
vi. 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.
vii. Offers where prices are not firm during entire duration of the contract and /or with qualifications.
viii. Offer not duly signed by authorized signatory
ix. Bidders not meeting Mobilization, Delivery schedule, completion period.
x. In case at any stage of tendering process, it is established that bidder has submitted forged documents /certificates/information and supressed any information towards fulfilment of any of the tender/contract conditions.
xi. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

D. 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 have 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.
Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.
d. Bidder to submit the detail of local support office in India.

E. 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:

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.

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.

SECTION-VII

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

Sr No	Name Software Suite	Modules	Seats/ Number of License	Unit Rate (INR / USD)	Total Cost (INR / USD)
1	**Petro-physical Interpretation**				
1.1	Petro-physical Interpretation	Data Management and Import/ Export of industry standard data and image	1		
1.2		Basic and Advance interactive Log Display and Printing	1		
1.3		Data Editing	1		
1.4		Multi-well correlation plot	1		
1.5		Basic Log Calculation	1		
1.6		Well log interpretation (Deterministic approach for Formation Evaluation)	1		
1.7		Probabilistic approach for Formation Evaluation	1		
1.8		Advance Interpretation	1		
1.9		Acoustic Waveform Processing	1		
1.10		Additional Functionalities	1		
1.11		Geomechanics	1		
2	**Advanced Seismic Interpretation with Artificial Intelligence (AI) Capabilities**				
2.1	Advanced Seismic Interpretation with Artificial Intelligence	3D Relative Geological Time (RGT) Model	1		
2.2		Seismic attribute generation	1		
2.3		Horizon stack (stratal slicing)	1		
2.4		Faults	1		
2.5		Geobody extraction	1		
2.6		Well log analysis	1		
2.7		Advanced Interpretation	1		

2.8	(AI) Capabilities:	Quantitative Interpretation (QI) - Optional	1		
2.9		Time-Depth Conversion - Optional	1		
2.10		Property Propagation - Optional	1		
2.11		Leverage AI to accelerate interpretation workflows	1		
2.12		AI Fault Assist – AI-powered 3D fault detection	1		
2.13		AI powered Facies Interpretation – AI based geobody extraction	1		
3	**Seismic Interpretation and Integration Software**				
3.1	Seismic Interpretation and Integration Software	Base Module (Database management and Data Loading Modules)	4		
3.2		Geophysical Interpretation Modules	3		
3.3		Geological Interpretation and Well Correlation	3		
3.4		Mapping and Plotting Modules	3		
3.5		Velocity Modelling Modules	4		
4	**Probabilistic Risk Assessment of undrilled prospects**				
4.1	Probabilistic Risk Assessment of undrilled prospect	Probabilistic Risk Modelling	1		
5	**Integrated Seismic Interpretation & Reservoir Modelling**				
5.1	Integrated Seismic Interpretation	Seismic Interpretation	3		
5.2		Log Correlation System	3		
5.3		Data Analysis Systems	3		

5.4	& Reservoir Modelling	Facies Modelling in Geocellular Grid	3		
5.5		Petrophysical Continuous Property Distribution in Geo cellular Grid	3		
5.6		Structural Interpretation	3		
5.7		Seismic Well Tie	3		
5.8		Domain Conversion	2		
5.9		Multi-trace Attribute	2		
5.10		Seismic Sampling	2		
5.11		Seismic Volume Rendering and Extraction	2		
5.12		Structural and Fault Seal Analysis	2		
5.13		Data Science System	2		
5.14		Uncertainty Risk	2		
5.15		Database and Usability	2		
5.16		Online Help System	2		
6	**Pore Pressure Prediction**				
6.1	Pore Pressure Prediction	Pore Pressure Modelling	1		
6.2		Fracture Pressure Modelling	1		
6.3		Seismic Pressure Calculator	1		
6.4		Real-Time Monitoring	1		
6.5		Shale Trend Filtering	1		
6.6		Vertical Stress Generator	1		
6.7		Uncertainty Quantification	1		
6.8		Geomechanical Modelling	1		
6.9		Rock Physics Modelling	1		
6.10		Useability, Quality and Deliverability	1		
7	**Well Test Analysis**				
7.1		Pressure Transient Analysis	2		

7.2	Well Test Analysis	Rate Transient Analysis	2		
8	**Material Balance Analysis**				
8.1	Material Balance Analysis	Material Balance Calculations	2		
8.2		Comprehensive Analysis Capabilities	2		
8.3		History Matching	2		
8.4		Forecasting & Field Planning	2		
8.5		Aquifer & Drive Mechanism Analysis	2		
8.6		Fault & Multi-Tank Modelling	2		
8.7		1D & Multi-Layer Modelling	2		
8.8		Reservoir Allocation	2		
8.9		Streamline Analysis	2		
9	**Production Optimization Software**				
9.1	Production Optimization Software	Well & Pipeline Modelling	1		
9.2		Flow Assurance	1		
9.3		Artificial Lift Systems	1		
9.4		Thermal & Compositional Modelling	1		
9.5		Steam Well Modelling	1		
9.6		Integration & Digital Oilfield Support	1		
10	**Production Network Modelling Software**				
10.1	Production Network Modeling Software	Full-Field Network Integration	1		
10.2		High-Accuracy System Solver	1		
10.3		Field Optimisation Engine	1		
10.4		Strategic Forecasting Capability	1		
10.5		Flow Assurance	1		
10.6		Advanced PVT Handling	1		
10.7		Surface Equipment Modelling	1		
10.8		Well Behaviour and Diagnostics	1		

11	**Reservoir Simulation software**				
11.1	Reservoir Simulation software	Sensitivity Analysis (SA)	2		
11.2		Fluid & PVT Analysis	2		
11.3		Augmented Intelligence History Matching (HM)	2		
11.4		Optimization	2		
11.5		Uncertainty Analysis (UA)	2		
12	**Production system designing software**				
12.1	Production system designing software	Base	1		
12.2		Networks	1		
12.3		Multiflash	1		
12.4		OLGAS 3 Phase	1		
TOTAL COST					

Note:

1. Price shall be inclusive of all taxes and duties except GST/IGST which will be paid extra as applicable.
2. The quoted rates shall be inclusive of all charges such as delivery, installation, commissioning, configuration and handover at COMPANY's designated site or virtual environment. No additional charges towards courier, freight, transportation, insurance, loading/unloading, etc. shall be payable separately.
3. The quoted price shall be inclusive of:
   a) Delivery of software licenses and setup media,
   b) Installation and commissioning on COMPANY's designated servers/systems,
   c) Configuration and integration support,
   d) Testing and acceptance as per CONTRACT,
   e) Training and handover to COMPANY's personnel.
4. **Warranty Period:**
   Warranty Period shall be Twelve (12) months from the date of successful installation, testing and acceptance of the SOFTWARE. During the warranty period, the CONTRACTOR shall provide, at no extra cost to the COMPANY, defect rectification, bug fixes, patches, and updates.
5. **AMC Charges:**
   The CONTRACTOR shall quote and commit AMC charges for post-warranty support (covering updates, patches, bug fixes,training and technical support). Such AMC charges shall remain firm and valid for a period of **Three (3) Years** beyond the expiry of the initial Warranty Period.
6. **Payment Terms:-**
   Payment shall be made within Thirty (30) days of successful installation, testing and acceptance of the SOFTWARE, subject to submission of

correct and undisputed invoices along with necessary supporting documents

7. Delivery & Work Location Address:
Delivery of software licenses and associated documents shall be made to:
Sun Petrochemicals Pvt. Ltd.
8th, 9th & 10th Floor, ATL Corporate Park, Opp. L&T Gate No.7,
Saki Vihar Road, Chandivali, Powai,
Mumbai – 400072, Maharashtra, India

8. Documents to be submitted at the time of delivery
At the time of delivery, the CONTRACTOR shall provide the following documents:

- Invoice and delivery challan,
- Warranty/Guarantee Certificate,
- Software License Certificate / Key,
- Installation & User Manuals,
- Training Materials (if applicable),
- Any other documents as required under the CONTRACT.

Software License & setup to be provided in any of the Media mentioned below.

- Email : mahesh.bhosale@sunpetro.com
- USB/Flash
- DVD/HDD

9. Note for Essentiality Certificate
Bidder is required to confirm from SunPetro prior to delivery of Material for availability of Essentiality Certificate (EC) for availing zero customs duty / concessional taxes benefit.
All documents, as applicable to be sent at least two (2) weeks prior to SunPetro by email to enable SunPetro to initiate obtaining Essentiality Certificate to avail zero customs duty / concessional taxes benefit.

10. All cost towards providing logistics, boarding, lodging, statutory dues, insurance, travel, training, food, etc of the personnel deployed by the Contractor shall be at the cost of the Contractor.

11. Advance payment shall not be made by Company to the Contractor against this Contract.

12. Performance Bank Guarantee for 10% of Total Order value as agreed by Company to be submitted by Contractor within 15 days of issuance of award but before commencement of work as per provisions of Contract.

SECTION-VIII

MODEL CONTRACT

Preamble of the Contract

General Conditions of the Contract (GCC)

PREAMBLE OF THE CONTRACT

THIS AGREEMENT, is made this _____ day of _____ 202x

BY AND BETWEEN

Sun Petrochemicals Pvt. Ltd. a company organised and existing under the laws of India and having its head office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT India (hereinafter referred to as "**Company"** or "**SunPetro**")

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 for _____

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

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

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

WHEREAS, Contractor has agreed to such engagement upon n 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 Works all equipment and /or materials and execute and perform all Services /Works strictly according to the SCOPE OF WORK (SECTION-III) various provision in tender schedule and Contract 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-VII) 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 GCC (General Terms and Conditions)

3] Special Terms & Condition of Contract (SCC)

4] Scope of Work (Specifications and Scope of Works)

5] Responsibility Matrix

6] QA &QC and TPI/Inspection

7] Price Schedule & Bill of Quantity

8] Other Appendices & 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 : 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 Pvt. Limited _____

(COMPANY) (CONTRACTOR)

Signature _____ Signature _____

Name: Name:

Title: Title:

In presence of witness

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the Contract power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the Contract power to direct decisions of such Party or Person, as applicable, including the Contract power to direct management and Contract policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.

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 SunPetro.

3.1.6 "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in S*ection-VII* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro' s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.

"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 Works & services to be provided under the Contract including but not limited to the Mobilization Charges, Demobilization Charges, unit rates, cost of consumables 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 SunPetro as per the terms of Clauses mentioned herewith.

3.1.9 The word "Contractor" is "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 SunPetro.

3.1.11 "Contractor's Equipment" shall mean all the equipment(s), units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section-III*.

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 and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.

3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.

3.1.15 "Commissioning" means commissioning of the facilities or any part thereof by the Contractor as specified in the Scope of Work / tender document. Commissioning shall be certified by the Company/Consultant and TPIA as applicable.

3.1.16 "Consultant" means consultant deployed by Company for project management and action as Company's engineer.

3.1.17 "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.

3.1.18 "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.

3.1.19 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)

3.1.20 ''Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.

3.1.21 "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.

3.1.22 "Defect Liability Period" means the period of validity of the warranties and guarantees given by the Contractor commencing at Operational Acceptance of the facilities or a part thereof by the Company, during which the Contractor would be responsible for defects with respect to the facilities (or the relevant part thereof) as per the term of the Contract.

3.1.23 **"**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, repair of access roads to the full satisfaction of the Company. SunPetro will issue the de-mobilization letter for the services as and when requirement ends.

3.1.24 **"**Deviated / Directional Well" shall mean a Well drilled with the intention of being inclined from the vertical.

3.1.25 "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.

3.1.26 "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.

3.1.27 "Facilities" means the Plant and Equipment, Installation and Construction Services and related equipment and other associated works, to be carried out by the Contractor under the Contract for completion of the entire scope of work and the Contract documents, which are to be designed, engineered, procured, developed, constructed, tested, pre-commissioned, commissioned and handed over at the site to and for the Company in accordance with the terms and conditions of this Contract.

3.1.28 "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.

3.1.29 "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.

3.1.30 "Government" shall mean Government of India or Government of State, or any Contract political subdivision or administrative agency thereof and/or their respective representatives having jurisdiction over the Work performed under this Contract.

3.1.31 "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.

3.1.32 Interpretation

a. Reference to "Section", " Para " "Clause" "Article" and "Provision" shall have the same meaning.

b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.

d. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.

e. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

f. Reference to Applicable Laws shall also include amendments and extensions thereto.

3.1.33 "Installation and Construction Services" shall mean all such services necessary for construction of facility using the plant and equipment and including without limitations engineering design, fabrication, construction, installation, civil, building and other construction works, completion of the facilities, testing, pre-commissioning and commissioning of the facilities, inspection, site preparation works (including the provision and use of Contractor's equipment and the Works of all construction materials required such as consumables, welding electrodes, joint coating materials, end-sleeves, casing pipes, markers, cathodic protection system), operations, maintenance, training, etc. including all such services necessary for making available supplies of Plant and Equipment at site including but not limited to transportation, loading, unloading, insurance and other local services required in relation to the Works of the said works at site.

3.1.34 "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.

3.1.35 "Mobilization" shall mean the actual mobilization of the Contractor's equipment which are fit for operational requirements, along with auxiliary equipment and contractor's personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro will issue the mobilization letter for the services as and when requirement comes.

3.1.36 "Operational Acceptance" means the acceptance by the Company of the facilities (or any part of the facilities where the Contract provides for acceptance of the facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the facilities (or the relevant part thereof) in accordance with the technical specifications, related provisions in GCC and related provisions in the SCC.

3.1.37 "Operator" shall mean Sun Petrochemicals Private Limited (SunPetro) / Company

3.1.38 "PSC" shall mean the production-sharing contract entered between the Government of India and SUNPETRO consortium as its consortium.

3.1.39 "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.

3.1.40 "Provisional Completion/Acceptance" shall mean the certificate so issued by the Owner, subject to the fulfillment of the terms described under the SOW/tender document.

3.1.41 "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 SunPetro.

3.1.42 "Sun Petro " / "SPPL" shall mean Sun Petrochemicals Private Limited.

3.1.43 "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.

3.1.44 "SunPetro Works Item" shall mean a Works item, which is expressly identified in the Contract as being for Works by SUNPETRO or its contractors.

3.1.45 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.

3.1.46 "SunPetro Designated Base" shall mean well site as informed by Company. However, the contractor shall store/warehouse its equipment and materials at its own costs & risks.

3.1.47 "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.

3.1.48 "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.

3.1.49 "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.

3.1.50 "Vertical Wells" shall mean a well drilled with the intention of maintaining the well bore as close as Contract possible to 90° to the surface of the earth.

3.1.51 "Well" shall mean either a Vertical or a Deviated Well or horizontal well.

3.1.52 "Well Depth" shall mean the depth (TVD / MD) of each Well as may be specified in SunPetro' s Completion Program, which SunPetro may amend from time to time.

3.1.53 "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by SunPetro.

3.1.54 "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.

3.1.55 "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.

3.1.56 "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.

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

3.2 DURATION OF CONTRACT:

3.2.1 Primary term of this contract will be 1 (One) year from the date of award with a provision to extend for 1(one) more year on same rate, terms and conditions at discretion of Company.

3.2.2 The Software implementation and acceptance shall be completed within 3 (Three) months from the date of LOA/PO, unless extended in writing by the Company.

3.3 Materials, Supplies, Equipment, Services and Personnel / Supply of the Goods and Delivery

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

3.3.2 The GOODS shall be supplied by the CONTRACTOR in accordance with the SPECIFICATION, the SCOPE OF SUPPLY and all other requirements of the CONTRACT as set out in Schedule-B, Scope of Supply/Technical Specifications.

3.3.3 The CONTRACTOR shall deliver the GOODS in entirety to the DELIVERY POINT by the DELIVERY DATE. If required by the COMPANY, the GOODS shall be delivered unloaded at the DELIVERY POINT.

3.3.4 **DELIVERY TIME:** The Contractor shall deliver license keys / access credentials and initiate installation within Fifteen (15) days from receipt of LOA/Call out notice from the Company. Company may inspect / test the Software functionality prior to final acceptance. Shipment references in this clause shall be read as "digital delivery / installation package**.**

3.3.5 DELIVERY TERM- The delivery term (term of shipment) is DDP and shall be guided by the definitions of Incoterms 2020. (Foreign CONTRACTOR can quote CIF Mumbai Port Delivery also).

3.3.6 The time for delivery of the GOODS shall be of the essence of the CONTRACT. In the event that delivery of the GOODS is delayed as a result of:

a. an event of Force Majeure; or

b. a written request by the COMPANY to delay delivery of the GOODS; or

c. the COMPANY's failure to carry out any of its obligations under the CONTRACT, then the CONTRACTOR shall be entitled to an extension of time to the DELIVERY DATE (equal to the period of delay) and shall promptly request such extension in writing from the COMPANY.

3.3.7 **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.

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

3.3.9 **Title and risk of loss**

I. All licenses, documentation and deliverables under this Contract shall become the property of the Company upon delivery and acceptance.

II. Contractor shall bear all risk of loss, corruption, or damage to the Software media, data, or license keys until acceptance by Company.

III. Contractor shall insure the deliverables (media, documentation, storage devices if any) at its cost until acceptance by the Company

3.4 **INSPECTION AND TESTING**

Inspection and Testing shall mean validation of software functionality, performance, security, and compliance with the Scope of Work by Company and/or its appointed representatives. Any non-conformity identified during such testing shall be rectified by Contractor at no additional cost to the Company.

3.5 **EXPEDITING**

Contractor shall provide to Company implementation progress reports at intervals not exceeding fifteen (15) days.

I. CONTRACTOR shall notify COMPANY in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

3.6 **DOCUMENTATION**

I. The CONTRACTOR shall prepare and provide to the COMPANY all DOCUMENTS which are required to be prepared and/or provided by the CONTRACTOR in accordance with the provisions of this CONTRACT, before the DELIVERY DATE as specified in this CONTRACT.

II. Prior to finalization of any DOCUMENT, the CONTRACTOR shall, if requested by the COMPANY or where required by the CONTRACT, submit such DOCUMENT to the COMPANY for review and/or approval. The COMPANY shall respond to the CONTRACTOR in respect of any such DOCUMENT within the time specified in this CONTRACT (or if no time is specified, within a reasonable period of time).

III. All DOCUMENTS shall be fit for the purposes specified in the CONTRACT.

IV. Subject to Clause V below, all DOCUMENTS prepared, produced or created by the CONTRACTOR for the COMPANY pursuant to this CONTRACT shall become the property of the COMPANY and title to, and copyright in, such DOCUMENTS shall vest in the COMPANY from the date of commencement of such preparation, production or creation.

V. Nothing in Clause IV above shall give the COMPANY any right or CLAIM over any item prepared, produced or created by the CONTRACTOR outside this CONTRACT or which was in existence prior to the date of this CONTRACT, provided that the COMPANY shall have the right to possess and use any such item where it is provided to the COMPANY as part of the DOCUMENTS.

3.7 REPRESENTATIVES

I. The COMPANY's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the CONTRACTOR's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.

II. The COMPANY's REPRESENTATIVE(s) shall monitor the performance of the CONTRACT and shall have the authority necessary to enforce the provisions of this CONTRACT.

III. The CONTRACTOR shall direct all matters relating to the CONTRACT to the COMPANY's REPRESENTATIVE(s) and shall act only in accordance with the instructions of the COMPANY's REPRESENTATIVE(s).

IV. The CONTRACTOR's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the COMPANY's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.

V. Either PARTY may:

(a) revoke the appointment of any person appointed as that PARTY's representative and may appoint another person as representative in his/her place; or

(b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other PARTY.

3.8 COMPANY'S WORK /COMPLETION PROGRAMME

3.8.1 Work Programme:

Contractor shall align its software delivery and implementation schedule with the Company's work programme.

3.8.2 Contractor shall comply with timelines agreed in the approved implementation plan and report progress to the Company's Representative.

3.8.3 Work/Installation/Supply shall be completed as directed by SunPetro.

3.9 PERFORMANCE OF THE WORK/SERVICES/SUPPLIES

3.9.1 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 under the umbrella of Integrated Services as required as per scope of work / services / supplies.

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

3.9.3 Discipline

3.9.3.1 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.

3.9.3.2 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.

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

3.9.4 Legal Requirements

Contractor shall comply with all applicable Indian laws, including but not limited to the Information Technology Act, 2000 (As per Latest amendment/notification), Data Protection laws, Intellectual Property laws, and employment / labour regulations applicable to its personnel deployed for execution of this Contract.

3.10 HEALTH, SAFETY & ENVIRONMENT (HSE)

Contractor shall comply with Company's IT security, data privacy, and cyber safety policies, in addition to applicable laws. Contractor shall ensure that the Software provided is free from malware, viruses, and backdoors. Contractor shall take adequate measures to prevent unauthorized access, data leakage, or security breaches during the Contract.

3.11 SETTLEMENT OF DISPUTE/ ARBITRATION

3.11.1 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.

3.11.2 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.

3.11.3 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. 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 Contract portion of his claims which are due under the Contract.

3.11.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.

3.11.5 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 judicial confirmation of such award and judgment or order of enforcement, as the case may be.

3.11.6 GOVERNING LAW & JURISDICTION

This CONTRACT shall be interpreted in accordance with and shall in all respects be subject to the Indian Law.

All disputes arising out of this transaction shall be subject to the jurisdiction of courts situated at Mumbai, India

3.12 ENTIRE AGREEMENT/ WAIVERS

3.12.1 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 supporting 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.

3.12.2 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.

3.12.3 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.

3.13 LIQUIDATED DAMAGES

3.13.1 Liquidated damage

If Contractor fails to timely mobilize all the material, equipment fails to timely deliver, install or implement the SOFTWARE within the time schedule specified in the CONTRACT or any extension thereof duly granted by the COMPANY, 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 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.

3.14 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.

3.15 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.

3.16 ACTS AND REGULATIONS, GUIDELINES

I. 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**.**

II. The Contractor shall also comply with all Applicable Indian IT, Data Protection, and Cybersecurity regulations, including but not limited to the Information Technology Act 2000, the CERT-IN Cybersecurity Directions, and any subsequent amendments.

3.17 CONFIDENTIALITY

3.17.1 "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovation , 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).

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

3.18 ASSIGNMENT AND SUBCONTRACTING

3.18.1 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 its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.

3.18.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Subcontractors, the same shall be notified to the Company with in a period of 7days.

3.18.3 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.

3.19 INVOICING AND PAYMENT

3.19.1 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.

3.19.2 Contractor shall invoice to Company on monthly basis 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 Instructions) i.e. one (1) year. 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.

3.19.3 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.

3.19.4 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 tri-plicate with one original and two Copies (clearly marked “Original” or “Copy”) once in each month and shall be forward

Head –Commercial & Supply Chain Management
Sun Petrochemicals Private Limited
8th, 9th & 10th Floor, ATL, Corporate Park, Opp. L&T Gate no. 7,
Saki Vihar Road, Chandivali, Powai, Andheri (E),
Mumbai – 400072, Maharashtra [INDIA]

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

3.19.6 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.

3.19.7 Audit

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred to in this Clause will be made during 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.

3.20 TAXES AND DUTIES

3.20.1 Taxes:

All rates and the Contract Price shall be inclusive of all concessional Taxes & duties and such other payments as may be payable under any Applicable Laws (except GST). Except as stated, Contractor shall bear all income, corporate, property, 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. GST if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof.

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

3.20.2 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.

3.20.3 Custom Duty, Entry taxes, etc.

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 import and export of Contractors Equipment and materials at the Contract rt of entry or the Contract rt of export as the case may be.

3.20.4 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.

3.20.5 Change in Law

3.20.5.1 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.

3.20.5.2 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.

3.21 INSURANCE

3.21.1 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,

3.21.2 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 affected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.

3.21.3 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.

3.21.4 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 changed 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.

3.21.5 The insurance shall cover 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 Contract 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 Contract 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 Contract 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 transport to/from the site and at the site. However, Contractor reserves the right to self-insure its own assets.

6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

General Conditions for Insurance

A. Contractor hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.

B. No form of contractor liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this contract, unless agreed to by Company prior to commencement of services hereunder.

C. Contractor assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Contractor's expense. Contractor must insure for full replacement value of any and all equipment used in performing the Work.

D. All exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

3.22 CONTRACTOR'S OBLIGATIONS AND WARRANTIES

3.22.1 The general allocation of responsibilities between Company and Contractor are set out in responsibility matrix and other clauses mentioned in this document and the Exhibits.

3.22.2 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 all the Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

3.22.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.

3.22.4 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.

3.22.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the performance of the Work.

3.22.6 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.

3.22.7 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 SunPetro 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. SunPetro shall have no responsibilities or liability whatsoever in this regard.

3.22.8 Sunpetro shall be entitled, without prejudice, to any other rights or remedies available to SunPetro 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 SunPetro 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 2 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.

3.22.9 Permits and Instructions

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

3.23 FORCE MAJEURE

3.23.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:

3.23.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

3.23.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;

3.23.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or

3.23.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or

3.23.1.5 Cyber-attacks of a scale beyond the CONTRACTOR's reasonable control;

3.23.1.6 Non-conformance by Sub-contractors.

3.23.1.7 Financial distress of Contractor or any Sub-contractor

3.23.1.8 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.

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 Contract 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.

3.23.2 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.

3.24 WARRANTIES AND REMEDIES

3.24.1 Contractor represents that is 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 works 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 works / materials work at the Contract int of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

3.24.2 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.

3.24.3 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.

3.24.4 Contractor shall use all reasonable care to provide, at Contractors 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.

3.24.5 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.

3.24.6 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 by the 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

3.24.7 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. Contractors 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.

3.24.8 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.

3.24.9 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.

3.24.10 The Company reserves the right to Procurement / replace specific tools / equipment at any time during the Contract and include them in the Contract.

3.25 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.

3.26 INDEMNITY AND LIABILITIES

3.26.1 Contractor's Material, Equipment, Services and Property

The CONTRACTOR shall indemnify, defend and hold harmless the COMPANY, its affiliates, officers and employees from and against all claims, damages, losses, costs (including legal costs) and liabilities arising out of:

a) infringement of intellectual property rights by the SOFTWARE or SERVICES;
b) breach of confidentiality or data protection obligations;
c) gross negligence, willful misconduct or fraud of the CONTRACTOR;
d) breach of Applicable Law by the CONTRACTOR.

3.26.2 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.

3.26.3 Consequential Damage

Notwithstanding any provision to the contrary elsewhere in this CONTRACT and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise):

(a) the COMPANY shall be liable for, and shall defend, indemnify and hold the CONTRACTOR GROUP harmless from and against the COMPANY GROUP's own consequential or indirect loss arising out of or in connection with the performance of this CONTRACT; and

(b) the CONTRACTOR shall be liable for, and shall defend, indemnify and hold the COMPANY GROUP harmless from and against the CONTRACTOR GROUP's own consequential or indirect loss arising out of or in connection with the performance of this CONTRACT .

3.26.4 Certain Restrictions on Indemnities:

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

3.27 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 the 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, SunPetro 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 it's 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.

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

3.28 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.

3.29 NON-EXCLUSIVE CONTRACT

This Contract is non-exclusive, 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.

3.30 EXPORT CONTROLS

SunPetro 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.

3.32 CHANGES

COMPANY, may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following: (1) drawings or specifications; (2) additions to or deletions from quantities ordered; (3) delivery schedule; (4) method of shipment or packing; (5) place of delivery; (6) General and Special Conditions. If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the work or affects warranties and guarantees, an equitable adjustment may be made in the price or delivery schedule, or both, and the CONTRACT shall be modified by written Amendments executed by authorized representatives. However, any change in quantity shall not entitle CONTRACTOR to impose any penalty on the COMPANY as it is agreed between the PARTIES that no penalty shall be applicable in case of reduction of actual purchase quantity by the COMPANY.

Any claim by CONTRACTOR for adjustment under this Changes clause must be asserted within seven (7) calendar days from the date of receipt by CONTRACTOR of the notification of change. However, nothing in this clause shall excuse CONTRACTOR from proceeding with the order or CONTRACT as changed.

If this CONTRACT requires COMPANY to review and comment on CONTRACTOR's technical documents, CONTRACTOR shall assert any claims for adjustment which would result from implementation of COMPANY's comments within seven (7) calendar days from the date of CONTRACTOR's receipt of such comments. No adjustment will be made after the CONTRACT has been dispatched and no adjustment of any type will be made hereunder unless COMPANY confirms the change in writing

SECTION-IX

Annexures

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID_____
NOT BID_____

Reason for no Bid
(optional):_____
_____
_____
_____
_____

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

Transmittal via facsimile:

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

Head –Commercial & Supply Chain Management
Sun Petrochemicals Private Limited

ANNEXURE – 2

BID BOND FORMAT

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

WHEREAS:

.....(hereinafter referred to as "Tenderer") has submitted a proposal dated .....("hereinafter referred to as Proposal") against **TENDER NO.:** _____ _____ 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 Contract were 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 10 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.

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

TECHNICAL

1. Has the bidder quoted for full scope of work as specified in the tender?
YES / NO

2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/ brochure of the manufacturer, etc.? YES / NO

3. Has the bidder furnished the minimum personnel proposed to be assigned to this work in the format provided at Annexure 12?
YES / NO

4. Quality Control Manual and/ or Quality Control Program along with the Unpriced Techno Commercial Bid
YES / NO

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per Clause mentioned in the Instructions to Bidders.
YES / NO

6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO

7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first thirty six (36) months and 12 months extension period if exercised .
YES / NO

8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO

9. Has the bidder confirmed the Commencement Date?

YES / NO

10. Confirm acceptance of Insurance liability as per Clause of the Model Contract.

YES / NO

11. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.
YES / NO

12. Confirm acceptance of Liquidated Damages provision as per the Model Contract.
YES / NO

13. Confirm acceptance provision for Arbitration as per Clause of the Model contract.
YES / NO

14. Confirm acceptance Taxes and Duties provision as per of the Model Contract.
YES / NO

15. Confirm whether Unprized Technical bid with all annexures and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that Price Schedule of the Unprized Technical bid is blank.
YES / NO

16. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished
YES / NO

17. Has bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initialled by the bidder
YES / NO

18. Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?
YES / NO

19. Bidder ensured that proof of the signing authority
YES / NO

20. Does the bidder accept bid validity period?
YES / NO

21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.
YES / NO

22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as Annexure 4 and attached with the 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:**

(Bidder's Details)	**Head-Commercial & Supply Chain Management** **SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)** **SUN PETROCHEMICALS PRIVATE LIMITED** 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

ANNEXURE -6

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From: **To:**

(Bidder's Details)	**Head-Commercial & Supply Chain Management** **SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)** 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

ANNEXURE -7

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From: **To:**

(Bidder's Details)	**Head-Commercial & Supply Chain Management** **SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)** 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

TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE –8

BANK GUARANTEE FOR PERFORMANCE

[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 8th,9th & 10th 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 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 not withstanding 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. Fedrel 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 Contract 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 / GSTN number

c. Bank Account number with documentary proof

Operational

a. Detailed sequence of operations with ball park time estimates

b. Availability of services & materials with time lines

c. Lead time of critical spares

d. Interface management of various services

e. Logistics control

f. Discussion and finalisation on incentives – Bonus/Malus

g. Organogram with HSE set up

General

a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Number On Location	Total Number

ANNEXURE-12B

PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL

Sr. No.	Name & address of the person with Contract 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

PROVISIONAL ACCEPTANCE CERTIFICATE

CONTRACT /CONTRACT NO: .....

Date:.....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

The above SUPPLIES 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 SUPPLIES/SERVICES described in this PROVISIONAL ACCEPTANCE CERTIFICATE.

ANNEXURE-14

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO: ……..

Date:……

DESCRIPTION OF SUPPLIES

……

The above SERVICE /SUPPLIES have been finally accepted on behalf of ----------(COMPSNY) 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 Date

END OF TENDER DOCUMENT