



## **SUN PETROCHEMICALS PRIVATE LIMITED**

8<sup>th</sup>, 09<sup>th</sup> & 10<sup>th</sup> 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, Ext: 5300

### **TENDER DOCUMENT UNDER**

### **INTERNATIONAL COMPETITIVE BIDDING**

**for**

**Hiring of 50T Capacity Work Over Rig on Callout Basis**

**for**

**SunPetro's Oil & Gas Fields in Gujarat**

**Tender No.: SunPetro/Gujarat/Work Over Rig/2025-26/260**

<b>INDEX</b>	
<b>SECTION</b>	<b>CONTENTS</b>
SECTION-I	Notice Inviting Tender (NIT)
SECTION-II	Instructions to Bidders
SECTION-III	Model Contract Preamble of Contract Appendix-(i)-General Condition of contract (GCC) Appendix(ii)-Special condition of contract (SCC)
SECTION-IV	Scope of Work (SOW)
SECTION-V	Responsibility Matrix
SECTION-VI	Bid Evaluation Criteria (BEC)
SECTION-VII	Bill of Quantity (BOQ) / Price Schedule
SECTION-VIII	Performance Measurement
SECTION-IX	ANNEXURES
ANNEXURE#1	Bidder's Response Acknowledgement Form for Receipt of Tender Document
ANNEXURE#2	Bid Bond Format
ANNEXURE#3	Check List Prior to Bidding
ANNEXURE#4	Exception / Deviation / Conditions Performa
ANNEXURE#5	CUT-OUT SLIP for Technical & Unpriced Commercial Bid
ANNEXURE#6	CUT-OUT SLIP for Priced Bid
ANNEXURE#7	CUT-OUT SLIP for outer envelope
ANNEXURE#8	Proforma Bank Guarantee
ANNEXURE#9	List of Approved Banks
ANNEXURE#10	Customs Notification
ANNEXURE#11	Check List for post CONTRACT issues
ANNEXURE#12A	Personnel Deployment Plan
ANNEXURE#12B	Proforma For Experience of Contractor's Personnel
ANNEXURE#13	Proforma for Provisional Acceptance Certificate
ANNEXURE#14	Proforma for Final Acceptance Certificate

# **SECTION- 1**

## **NOTICE INVITING TENDER (NIT)**

# **Sun Petrochemicals Private Limited**

## **Commercial & Supply Chain Management**

8<sup>th</sup>, 09<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,

Saki Vihar Road, Chandivali, Powai,

Andheri (E), Mumbai – 400072, Maharashtra [BHARAT]

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

CIN: U24219GJ1995PTC028519

Ref No.: SunPetro/Gujrat/Work Over Rig/2025-26/260

Date: 12/01/2026

## **NOTICE INVITING TENDER (NIT)**

### **(ICB TENDER)**

**Tender No. SunPetro/Gujrat/Work Over Rig/2025-26/260**

**Subject: Hiring of 50T Capacity Work Over Rig on Callout Basis for SunPetro's Oil & Gas Fields in Gujarat**

**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**

<b>1]</b>	<b>Tender No.</b>	SunPetro/Gujrat/Work Over Rig/2025-26/260
<b>2]</b>	<b>Title of Tender</b>	Hiring of 50T Capacity Work Over Rig On Callout Basis for SunPetro's Oil & Gas Fields in Gujarat
<b>3]</b>	<b>Brief Description of Work</b>	Hiring of 50T Capacity Work Over Rig On Callout Basis for SunPetro's Oil & Gas Fields in Gujarat, Refer Section-IV for detailed scope & Specification
<b>4]</b>	<b>Location of Work</b>	SunPetro's Oil & Gas Fields in Gujarat
<b>5]</b>	<b>Type of work</b>	Hiring of 50T Capacity Work Over Rig On Callout Basis
<b>6]</b>	<b>Type of Tender</b>	Open Tender under International Competitive Bidding
<b>7]</b>	<b>System Of Bidding</b>	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid

		ENVELOPE-B Priced Commercial Bid
8]	<b>Bid Validity</b>	120 days
9]	<b>Bid Security / Bid Bond</b>	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]	<b>Last Date &amp; Time for Seeking Clarification by Bidders</b>	Within 15 days of date of NIT
11]	<b>Date Of Pre-Bid Conference &amp; Venue</b>	Date, Time & Venue shall be informed to the bidder.
12]	<b>Tender Closing / Submission Date &amp; Time</b>	<b>03/02/2026 at 1500 Hrs IST</b>
13]	<b>Mobilization Date</b>	Within 15 days from Callout Notice.
14]	<b>General Conditions of Contracts (GCC) and Special Conditions of contracts (SCC)</b>	(A) GCC as per Appendix-1 of SECTION-III (B) SCC as per Appendix-2 of SECTION-III
15]	<b>Performance Bank Guarantee (PBG)</b>	Amount of PBG- Indian bidder: INR (₹) @ 10% of estimated contract value
16]	<b>Address of Tendering office / Bid Submission office / Correspondence</b>	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8 <sup>th</sup> , 9 <sup>th</sup> & 10 <sup>th</sup> 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, Ext: 5300 Fax: +91 22 6932 5300 e-mail – <a href="mailto:akhilesh.kumar@sunpetro.com">akhilesh.kumar@sunpetro.com</a> CC: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a> ; <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a>
17]	<b>Mode of Tender submission</b>	As specified at SECTION-II
18]	<b>Date of Mobilization</b>	As per SOW & Intimation from Sun Petro.
19]	<b>Contract Validity</b>	3 Years
20]	<b>Terms &amp; Conditions of Contract</b>	As per Section-3 of this tender Document
22]	<b>Special Mention</b>	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.
23]	<b>Alternate option for Bid Submission of Documents</b>	Bidders alternatively can submit the bid over email as per following procedure. 1) <u>Email-1</u> : “Technical & Un-Priced Commercial Bid” to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:akhilesh.kumar@sunpetro.com">akhilesh.kumar@sunpetro.com</a>

		<p>with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a>, <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a></p> <p>2) <b>Email-2:</b> Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:akhilesh.kumar@sunpetro.com">akhilesh.kumar@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a>, <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a></p> <p>3) <b>Email-3:</b> Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: <a href="mailto:akhilesh.kumar@sunpetro.com">akhilesh.kumar@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a>, <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a></p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li><i>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.</i></li> <li><i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i></li> <li><i>Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.</i></li> </ol>
--	--	---

#### 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

- Bidders should submit documentary proof regarding their eligibility with the Techno - Commercial Unpriced bid (ENVELOPE -A).
- 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.
- 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 –2**

# **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 2.1 General Instructions

- 2.1.1 Bidders must review the General Conditions of the Contract (GCC) and Detailed Scope of Work /Supply and specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Schedule of Rates /Bill of quantity and other information in the Tender document.
- 2.1.2 Bidders shall be deemed to have understood, and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated **only** in the format provided in *Annexure#4*. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked, "Not Applicable".
- 2.1.3 Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.
- 2.1.4 Bids submitted by fax shall be summarily rejected. Bids submitted by email shall be accepted only where expressly permitted under Clause 24 of the Notice Inviting Tender (NIT) and subject to strict compliance with the procedure and conditions specified therein, including submission of hard copies of the bid within the stipulated time. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.
- 2.1.5 All prices and terms and conditions should be valid for entire period of Contract Period Sun Petro may further place repeat order for any or all the material/services/equipment at the same rates, terms and conditions for the other fields and offices which Sun Petro may acquire or associates in future.
- 2.1.6 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

### 2.2 Joint Venture / Consortium Bidder's Bid

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

clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

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

### **2.3 Use of English Language**

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

### **2.4 Late Bids**

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

### **2.5 Clarifications**

Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: [akhilesh.kumar@sunpetro.com](mailto:akhilesh.kumar@sunpetro.com) with copy to [dheeraj.paroch@sunpetro.com](mailto:dheeraj.paroch@sunpetro.com); [siddarth.subramanian@sunpetro.com](mailto:siddarth.subramanian@sunpetro.com)

### **2.6 Submission of Bids**

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

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

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

#### **ENVELOPE-II: Priced Commercial Bid**

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

Bids revealing prices in Technical & commercial Un-Priced Bid (Envelope-I) shall be rejected.

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

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

**Bid Bond** should be submitted in the ENVELOPE-I with “**Original Technical & Un-priced commercial Bid** “

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

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

2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.

### 2.6.9 **Soft Copy Submission of Bids (Mandatory Requirement)**

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

I. **Technical & Un-Priced Commercial Bid (Soft Copy):**

This must be submitted in PDF format, clearly titled as and sent to the following official email ID: [akhilesh.kumar@sunpetro.com](mailto:akhilesh.kumar@sunpetro.com) with a copy to [siddarth.subramanian@sunpetro.com](mailto:siddarth.subramanian@sunpetro.com): [dheeraj.paroch@sunpetro.com](mailto:dheeraj.paroch@sunpetro.com)

II. **Priced Commercial Bid (Soft Copy):**

This must be submitted in PDF format, clearly titled as and sent to the following official email ID: [akhilesh.kumar@sunpetro.com](mailto:akhilesh.kumar@sunpetro.com) with a copy to [siddarth.subramanian@sunpetro.com](mailto:siddarth.subramanian@sunpetro.com): [dheeraj.paroch@sunpetro.com](mailto:dheeraj.paroch@sunpetro.com)

- a) DO NOT combine technical and priced bids in the same email.
- b) Emails must be sent on or before the bid due date and time.
- c) Any deviation from the above instructions may result in bid rejection or disqualification.

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

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

### 2.7 **Validity Period**

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

## **2.8 Technical Proposal Requirement**

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

## **2.9 Certificate & Inspection**

At any time prior to supply / execution of the contract or during the course of the contract and thereafter, Company shall have the right to access records and documents and Contractor shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract.

It will be the Bidder's responsibility to correct any deviations from specifications found by inspection prior to mobilization of material / manpower. This will be at the cost of the Bidder / contractor.

## **2.10 Commercial Proposal Requirements**

### **2.10.9 Currency**

Prices quoted shall be in Indian Rupee (INR) for Indian Bidders or United States Dollars (USD) only or INR for Foreign Bidders. The foreign exchange rate shall be calculated on the date of bid closing date for evaluation of bids only, whereas the payment of invoices will be made based on the exchange rate as prevalent the previous day of the payment. Indian Bidders must quote in Indian Rupee only and will be paid in INR only. The foreign bidders will be paid in quoted currency only.

### **2.10.10 Price in Words & Figures**

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

## **2.11 Deadline for Submission of Bids**

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

## **2.12 Splitting of work**

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

## **2.13 Payment Terms**

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

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

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

## **2.15 Performance Bank guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the estimated Contract value within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as given in *Annexure #8* from any of the

nationalised or scheduled private banks as listed in the tender document *Annexure #9*. If the bidder does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

**2.16 Change Orders & Rates:**

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

**2.17 Mobilization Period / Delivery Period / Completion Period**

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

**2.18 Bid Bond**

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

- 2.19 This Contract shall be purely on call-out basis. No minimum guaranteed days or quantities are envisaged. Mobilisation shall be strictly against written Call-Out Orders issued by the Company. Billing shall commence only after the rig is mobilised, accepted at site and declared ready for operations.

- 2.20 No payment shall be made for rig downtime, non-productive time or delays attributable to Contractor's equipment, manpower or operational inefficiencies.

**2.21 Annexures**

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

## **SECTION-3**

# **MODEL CONTRACT**

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

## PREAMBLE OF THE CONTRACT

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

### BY AND BETWEEN

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

### AND

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

### RECITALS

**WHEREAS**, Company desires to have certain Services as hereinafter specified

---

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

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

**WHEREAS**, Company desires to engage Contractor to perform and complete the hiring of 50T work Over Rig on call out basis for Work Over Rig and

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

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

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

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

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

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

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

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

**Sun Petrochemicals Private Limited**

(COMPANY )

\_\_\_\_\_  
(CONTRACTOR)

Signature \_\_\_\_\_

Name:

Title:

Signature \_\_\_\_\_

Name:

Title:

In presence of witness

- 1) Name
- Title
- Signature/Initials

- 2) Name
- Title
- Signature/Initials

- 1) Name
- Title
- Signature/Initials

- 2) Name
- Title
- Signature/Initials

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

### Index

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

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

### 3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, Contractor, Sub-contractor shall mean in relation to any Company, at any time, any other entity.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by Sun Petro.
- 3.1.6 "Contract Price / Contract value" shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the supply & services to be provided under the Contract including but not limited to the Mobilization Charges, Demobilization Charges, cost of consumables, day rates, monthly rates, standby rates etc as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 3.1.7 "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 3.1.8 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.9 "Contractor" shall mean M/s. \_\_\_\_\_ and includes, its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.10 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to Sun Petro.
- 3.1.11 "Contractor's Equipment" shall mean all the equipment(s), material, units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section 4*.
- 3.1.12 "Contractor's Personnel" shall mean each individual and / or the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Contractor's equipment / services are tested, rigged up , contractor's manpower is ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.

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

- 3.1.29 “Letter of Intent / Letter of Award / Notification of Award /Work Order” or “LOI / LOA / NOA/ WO” shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by Company.
- 3.1.30 “Mobilization” shall mean the actual mobilization of the Contractor’s personnel & equipment which are fit for operational requirements, along with auxiliary equipment and contractor’s personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. Sun Petro, will issue the mobilization / call out letter for the services as and when requirement comes.
- 3.1.31 “Operator” shall mean Sun Petrochemicals Private Limited(Sun Petro) / Company
- 3.1.32 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.33 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.34 Deleted.
- 3.1.35 “Services” shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Sun Petro.
- 3.1.36 “Sun Petro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.37 “Sun Petro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.38 Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by Sun Petro.
- 3.1.39 “Sun Petro Designated Base” shall mean well site as informed by Company. However, the contractor may store/warehouse its equipment and materials at its own costs & risks.
- 3.1.40 “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.
- 3.1.41 “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.
- 3.1.42 “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.
- 3.1.43 Deleted.
- 3.1.44 Deleted.
- 3.1.45 “Well Locations” shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by Sun Petro.
- 3.1.46 “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.
- 3.1.47 “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.

- 3.1.48 "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.
- 3.1.49 "Work-over Rig / Rig" shall mean the Land mobile work-over Rig engaged for Work-over in connection with the Scope of Work at the Work Site and fit for the purpose.
- 3.1.50 "Third Party" shall mean a person / entity which are not included in Company Group or Contractor Group.

3.2 **DURATION OF CONTRACT:**

- 3.2.1 Primary term of this contract will be 3 (three) years from the date of Commencement with a provision to extend for 2 (two) more year(s) on same rates, terms and conditions, in single or multiple trenches.

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

**This Contract shall be purely on call-out basis. No minimum guaranteed days or quantities are envisaged. Mobilization shall be strictly against written Call-Out Notice issued by the Company. Billing shall commence only after the rig is mobilised, accepted at site and declared ready for operations.**

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

- Commencement date : Date of first Mobilization
- Completion date of contract : After expiry of primary period of contract and any extension thereof.  
Completion of work of Call Out shall be applicable for each call-out completion. The expiry date of the Contract shall only determine the validity of rates and shall not be construed as completion of individual call-out jobs.
- Termination Date : Expiry / Termination of the Contract

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

Contractor shall provide all equipment, tools, manpower, consumables and services required for execution of the Scope of Work, unless expressly stated otherwise

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

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

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

3.4 **INSPECTION OF MATERIALS**

3.4.1 **Inspection of Company Equipment**

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

3.4.2 **Inspection of Contractor Equipment/PERSONNEL**

Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for the performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost.

Company shall have the right at any time to check and reject for valid cause any personnel deployed by the Contractor for the performance of the Services and Contractor shall

replace, at no additional cost to Company, such personnel so rejected with qualified personnel at Contractor's cost.

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

#### 3.5.1 **Work Programme**

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

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

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

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

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

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

#### 3.6.3 **Discipline**

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

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

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

#### 3.6.4 **Legal Requirements**

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

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

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

#### **ESI Act:**

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

**As per the Labour enactments:**

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

**Labour Welfare Cess:**

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

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

**3.7 TERMINATION BY COMPANY**

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

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

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

**Consequences of Termination:**

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

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

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

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

**Consequences of Termination:**

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

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

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

**Consequences of Termination:**

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

**D. Termination for Convenience**

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

**Consequences of Termination:**

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

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

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

**Consequences of Termination:**

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

- 3.7.2 Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:
- Immediately discontinue the work from that date and to the extent specified in the notice.
  - Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued.
  - Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

**3.7.3 Payment upon Termination to be confirmed**

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

**3.7.4 De-hiring:**

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

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

**General**

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

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

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

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

**3.8.1 Safety**

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

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

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

associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.

**3.8.2 Environment**

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

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

3.8.2.3 Deleted

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

3.8.2.5 Hazardous Waste shall be sorted out & disposed as per the Pollution Control Board norm as applicable.

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

3.8.2.7 Eye wash station shall be provided at suitable place.

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

In particular, the Contractor shall:-

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

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

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

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

### 3.9 **SETTLEMENT OF DISPUTE/ ARBITRATION**

3.9.1 The Company and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith (“Disputes”) shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract Manager level and if required may be taken up to the Company -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.

3.9.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.

3.9.3 It is also a term of the Contract that the Contractor shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. Notwithstanding anything contained herein, if the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.

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

3.9.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

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

### 3.10 **ENTIRE AGREEMENT/ WAIVERS**

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

3.10.2 None of the provisions of this Contract shall be considered waived by Company unless Company gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.

- 3.10.3 None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
  - ii) Failure or delay to exercise any rights or remedies provided herein or by law,
  - iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
  - iv) Acceptance of or payment for any Service or review of any design, or
  - v) **Contractor warrants that the Workover Rig, equipment, tools and services provided** shall be fit for purpose, in good working condition and compliant with applicable laws and Good Oilfield Practices during the Contract period.

3.11 **LIQUIDATED DAMAGES**

3.11.1 **Liquidated damage**

If Contractor for any reason other than Force Majeure, mobilize the Workover Rig, equipment (fit for purpose) and/or personnel with requisite experience at the designated location / work site as per the mobilisation schedule mentioned in the relevant Call-Out Order / Work Order or the extended date, or fails to timely commence, continue or complete the services under such Call-Out Order / Work Order within the time schedule approved by the Company, the Company may, without prejudice to any other right or remedy available to the Company under the Contract or Applicable Law, have the right to seek payment from the Contractor as ascertained and agreed liquidated damages and not by way of penalty, at the rate of One percent (1%) for each week or part thereof of delay, whether on account of delay in mobilisation, commencement, continuation or completion of services, subject to a maximum of Ten percent (10%) of the value of the affected Call-Out Order / Work Order.

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

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

3.11.2 **Deleted.**

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

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

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

**3.12 NOTICES**

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

**3.13 APPLICABLE LAW**

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

**3.14 ACTS AND REGULATIONS, GUIDELINES**

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

**3.15 CONFIDENTIALITY**

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

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

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

**3.16 ASSIGNMENT AND SUBCONTRACTING**

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

3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this Contract and the Contractor shall furnish to the Company within

one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Subcontractors, the same shall be notified to the Company within a period of one (1) month.

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

3.17 **INVOICING AND PAYMENT**

- 3.17.1 Invoices shall be monthly and be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, 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. Invoices shall be raised on monthly basis or upon completion of each call-out, as applicable, and shall be supported by approved job sheets / field tickets duly signed by Company Representative.

- 3.17.2 Contractor shall invoice the Company for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Conditions of Contract)* i.e. Three (3) Years and Two (2) Years extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment.

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

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

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

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

**Head –Commercial & Supply Chain Management.**

**Sun Petrochemicals Private Limited**

**8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL, Corporate Park, Opp. L&T Gate no. 7,**

**Saki Vihar Road, Chandivali, Powai, Andheri (E),**

**Mumbai – 400072, Maharashtra [INDIA]**

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

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

3.17.7 **Audit**

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

3.18 **TAXES AND DUTIES**

3.18.1 **Taxes**

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

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

### 3.18.2 **Personnel Taxes**

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

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

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

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

### 3.18.5 **Change in Law**

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

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

### 3.19 **INSURANCE**

3.19.1 For its risks and liabilities assumed hereunder, the Contractor shall, at its own expense procure and maintain as a minimum, the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the Contract. All such insurances

(including insurances provided by Sub-Contractors) other than Employers Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Contractor under the Contract,

- 3.19.2 The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.  
Contractors Insurances shall be primary to and receive no contribution from Company insurance. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be affected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.
- 3.19.3 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Sun Petro, Joint Venture partners of Sun Petro, the Government of India, their respective officers, directors employees, agents and other persons with whom Company may be associated (the COMPANY) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- a) loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,
  - b) Personal injury including death or disease to any person employed by the Contractor arising from or relating to the performance of the Contract.
- 3.19.4 Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- a) evidencing the issuance of insurance containing the coverage required herein and
  - b) Providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of the contractor's obligation to provide the required coverage.
- 3.19.5 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 political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
  2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
  3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
  4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.

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

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

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

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

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

3.20.2 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor warrants that it is aware of the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

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

3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility waiting for transportation or otherwise in Contractor's custody.

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

3.20.6 Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.

#### **3.20.7 Contractor Personnel**

Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Sun Petro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its

personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Sun Petro shall have no responsibilities or liability whatsoever in this regard.

3.20.8 Sun Petro shall be entitled, without prejudice to any other rights or remedies available to Sun Petro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within 5 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.

3.20.9 **Permits and Instructions**

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

3.20.10 "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:

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

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

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

3.20.10.4 Delays due to ordinary storms, inclement weather, seasonal rains or monsoon; or

3.20.10.5 Non-conformance by Sub-contractors.

3.20.10.6 Financial distress of Contractor or any Sub-contractor

3.20.10.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Contractor.

Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure. Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder,

specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

3.20.11 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.

### 3.21 **WARRANTIES AND REMEDIES**

3.21.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service-related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

3.21.2 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.

3.21.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify the Contractor upon receipt of Services or by payment of invoice.

3.21.4 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.

3.21.5 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.

3.21.6 If Contractor shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by the Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws

3.21.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.

3.21.8 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon the Company, except as provided for herein or otherwise authorized in writing by Company.

3.21.9 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.

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

### 3.22 **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.

### 3.23 **INDEMNITY AND LIABILITIES**

#### 3.23.1 Indemnity by Contractor:

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

a) personal injury, illness or death of:

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

b) loss or damage to:

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

#### 3.23.2 **Indemnity by Company:**

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

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

#### 3.23.3 **Third Parties:**

- A. Contractor shall defend, indemnify and hold Company Group harmless from and against any and all claims in respect of:
  - i. the personal injury, illness or death of a Third Party; and/or
  - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Contractor Group.
  
- B. Company shall defend, indemnify and hold Contractor Group harmless from and against any and all claims in respect of:
  - i. the personal injury, illness or death of a Third Party; and/or
  - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Company Group.

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

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

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

#### 3.23.5 **Liability for Radioactive sources**

The radioactive sources, which Contractor may use in performing the Services, are potentially dangerous. If any radioactive source is lost in a well, at the well site, while being transported by or on behalf of Company or by conveyance arranged by the Company or while under the

custody or control of the Company or its representatives, Company shall be solely responsible for recovery or abandonment of the source and shall take special precautions in order to avoid breaking or damaging the source container. If the source cannot be recovered, or if the container is broken, Company shall immediately comply with all laws and regulations applicable to Company, as well as to Contractor as owner of the source, including the isolation and marking of the location of the source, and shall defend, indemnify and hold harmless Contractor from and against any and all liabilities arising with respect thereof, and shall keep Contractor informed of all related developments, except when it is caused due to Gross Negligence or Wilful Misconduct by Contractor Group.

### 3.23.6 **Limitation of Liability**

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

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

### 3.23.7 **Consequential Damage**

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

### 3.23.8 **Liability for the Well or Reservoir**

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

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

### 3.23.9 **Certain Restrictions on Indemnities:**

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

### 3.24 **PERFORMANCE BANK GUARANTEE**

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

The Performance Bank Guarantee shall be of 10% of one year estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously

drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later. If the Contractor does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the right to cancel the award of LOI / LOA.

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

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

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

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

**3.25 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.

**3.26 NON-EXCLUSIVE CONTRACT**

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

**3.27 EXPORT CONTROLS**

Sun Petro confirms that the Equipment or Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Contract, then SunPetro would request the Contractor to obtain consent from the concerned authority in the Contractor's Country. The Contractor shall obtain such consent at its sole risk and costs.

**3.29. Special Condition to Contract**

**3.29.1 Manpower Deployment**

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

III. Manpower shown in Price Schedule is indicative, actual shall be as per requirement.

**3.29.2 Transportation:**

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

**3.29.3 HSE Consideration.**

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

## **SECTION – 4**

### **SCOPE OF WORK**

## SCOPE OF WORK (SOW)

### 4. Broad Scope of Work

#### 4.1.1. Services Required

Work over services **on call out basis**; includes but not limited to:

- a) Work over rig of 50/40 Ton or above along with Workover tools and crew including WO and Completion Fluids supply, engineering and services.
- b) Other associated supplies / works and services as defined in the detailed scope of work.

#### 4.2. Scope of work

**4.2.1** The Contractor shall provide complete Work over Rig along with associated equipment, personnel, supplies and services, all confirming to the indicated specifications, maintenance and operation of the rig, so as to carry out work-over operations at all locations and up to depth of rig capacity or as identified by SunPetro from time to time.

**4.2.2** The Contractor has to carry out all required work-over activities including listed services along with required supplies as responsible contractor following best in class industry practices:

1. Assist in all operations performed by service companies, if in other's scope (Logging, Slick-line and Reservoir Stimulation etc.) used during operation.
2. The contractor has to keep an emergency vehicle with driver, First Aid kit, Stretcher and fuel at its own cost. The age of vehicle as on date should not be more than 5 years.
3. Maintain at his own cost adequate stock of contractor's item (Spare parts and maintenance requirements) and replenish necessary items for repair of contractor's equipment.
4. Provide all fuel and lubricants for use on the rig site, Contractors Camp and his vehicles.
5. Furnish latest Non-Destructive Testing (NDT) certificate of tubular and equipment of the contractor as per tender conditions.
6. Provide adequate security arrangements for the rig & equipment at well site and all relevant establishments in connection with the rig operations.
7. In addition to scope of work mentioned in tender document, bidder may have to provide services of tools and personnel, in exigencies for continuation of operation as the operational requirement.
8. The contractor will provide an air-conditioned Bunk House with hygienic washroom including portable water supply for SunPetro representatives at the rig site. The Bunk house must be properly maintained to the satisfaction of SunPetro Co-ordinator.
9. The contractor will be responsible for the operations of the rig which include without limitation to job supervision, moving between wells and positioning the rigs and camp locations as required by SunPetro as well as such operations at the well site as may be necessary or desirable for the safety of the rig operation under this contract in line with International Practices in Oil Fields.
10. The Contractor shall be responsible for loading, unloading, and transportation of all contractor-owned items and equipment. All loading, unloading, and transport of SUNPETRO/contractor materials between locations or from the warehouse to the well site as per well program shall be in contractor scope.
11. Contractor should keep sufficient spare quantity of kits and liveries for distinguished visitors during their visit to the rig site.
12. Contractor shall complete the work as per plan within time defined in the program/tender.
13. Comply with all Indian rules & regulations and acts pertaining to oilfield operation e.g. Oil Mines Act and all national Enactments. Facilitate SunPetro and other statutory bodies in inspecting the documents, site, equipment etc.
14. In the event of any difficulty arising which precludes the performance of any other operation planned for a well, the contractor may suspend the work in progress and shall

- immediately notify the representative of SunPetro, in the meantime exerting reasonable effort to overcome the difficulty.
15. Keep and furnish to SunPetro an accurate record of the work performed on a daily Progress Report format acceptable to SunPetro.
  16. Fire Fighting Equipment: The rig should have sufficient firefighting equipment as per Oil Mines Act, Mines Safety Regulation, OSID-189 or any other statutory requirements and valid certificates from relevant regulatory body shall be made available to SunPetro before commencement of the operation under this contract.
  17. Provide required spark arrestors of approved make (for light/heavy vehicle) at the entrance gate of rig site for use on vehicles entering premises.
  18. All necessary road registration certificate (RTO) for all the mobile/ self-propelled equipment are to be furnished to SunPetro before commencing operations.
  19. Contractor has to submit end of well report within seven (7) days from end of operations on each well including the following:
    - A detailed recap of the operations
    - A detailed cost breakdown for each section.
    - Schematic and description of each BHA used.
    - An equipment performance review.
    - All logs and prints (including digital information where appropriate)
    - A detailed discussion and report on equipment failures or downtime
  20. Reporting requirements:
    - Complete inventory of tools and personnel deployed in the field with their locations on a daily basis to Company Operations Manager in Mumbai/Ahmedabad office.
    - To provide a Daily Report in a format acceptable to Company or a format provided by Company.
  21. Contractor to provide completion brine fluid upto 1.20 SG as required at site of suitable specifications on additional cost basis.
  22. Wells may require servicing/change of well head flange, studs etc. before proceeding for actual operation.
  23. Contractor has to provide scraper for 7" & 5 1/2" liner and 9 5/8" for scrapping the well.
  24. Rig should be capable of handling and must be equipped with hydraulic power tong for 2-3/8", 2-7/8" & 3-1/2" tubing (from 2-3/8" – 3-1/2").
  25. Contractor shall provide Sand Bailer as and when required as per well program. Provided Sand bailer, year of manufacture shall not be older than 1 year. All service and replacement of consumable seals shall be in contractor's scope without any additional charges.
  26. The supply of water for the fire water tank, as per OISD requirements, shall be under the contractor's scope.
  27. Contractor shall provide basic fishing tool (Taper tap, die collar, spear, wash-pipes & over short) compatible with left- and Right-hand fishing BHA. For fishing 2-7/8" & 3-1/2" tubing/Drill pipe inside 5-1/2" & 7" casing. Contractor shall provide certified & tested fishing tools and left & right string. Supply of the above material will be in contractor scope as when required or as per well program and requirements.

#### 4.2.3 Personnel to be provided by the contractor:

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

#### 1. Tool Pusher (Day) / Tour Pusher (Night)-

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

#### 2. Driller-

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

#### 3. Assistant Driller-

- a) Should be in the working age below 40 years with sound health and 05 years of work experience as Asst. Driller in Work over/Drilling oil/gas wells. Should be well conversant with working in the type of the Rig offered.
- b) Must possess valid IWCF/ IADC well cap certificate and should be conversant with well control methods to take independent decisions in case of well emergencies.
- c) Should have minimum of 4 years experience in respective position in Work over/ Drilling oil/ gas wells.
- d) Should have SSC/HS/PU/Class-XII Standard or equivalent qualification.

- 4. Derrick Man/Top Man-**
  - a) Should be young with good physique and health and have minimum three (3) years work experience as Derrick man/ Top man in a Work over/Drilling rig.
- 5. Floor-Man-**
  - a) Should be young with good physique and health and have minimum two (2) years work experience and sufficient knowledge/ experience in working on derrick floor in a drilling/work over rig in respective position.
- 6. Roustabout-**
  - a) Should be young with robust health and physique have minimum one (1) year work experience and sufficient knowledge/ experience in working on a drilling/work over rig in respective position.
- 7. Chief Mechanic-**
  - a) Should have a degree in Mechanical Engineering with minimum three (3) years in the offered position in the same type of the Rig offered.
  - b) Should be able to work on computer and prepare daily rig maintenance reports, inventory management and have sufficient knowledge of operation and maintenance/servicing of the type of the Rig offered and its components viz. engines, slush/mud pumps, supercharger pumps, other centrifugal pumps, solids control equipment and all other mechanical items/engines operating in the Rig offered.
  - c) Should have Degree/ Diploma in mechanical or B.Sc or equivalent qualification with minimum five (5) years experience or SSC/HS/PU/I.Sc or equivalent qualification with 7 years experience out of which at least one(1) year as Chief Mechanic in Work over Rig offered.
- 8. Mechanic--**
  - a) Should have a minimum of three (3) years work experience in respective position in the type of the Rig offered.
  - b) Should have sufficient knowledge of operation and maintenance/servicing of the type of the Rig offered and its components viz. engines, slush/mud pumps, supercharger pumps, other centrifugal pumps, solids control equipment and all other mechanical items/engines operating in the Rig offered.
  - c) Should have diploma in mechanical Engineering/or B.Sc or equivalent qualification with minimum three (3) years experience or SSC/HS/PU/I.Sc or equivalent qualification with 5 years experience out of which at least one (1) year as Mechanic in Work over Rig offered.
- 9. Chief Electrician-**
  - a) Should have a Degree in Electrical Engineering with minimum three (3) years experience or Diploma in Electrical Engineering with minimum five (5) years experience in the same type of the Rig offered.
  - b) He should be confident in carrying out independently the fault-finding analysis, rectification of fault, operation, and maintenance of all the electrical items of the offered Rig including the air conditioners. Must possess valid Electrical Supervisor's Certificate of Competency issued by State Licensing Board and should be conversant with Oil Mines Regulations and Electricity rules.
  - c) The Electrical Engineer must be conversant with the existing power and control system of Work over rig offered.
- 10. Electrician-**
  - a) Must be diploma holder in electrical engineering with minimum three (3) yrs experience.
  - b) Should be conversant with the operation and maintenance of the type of the Rig offered independently in shifts.
  - c) He should be able to read circuits, communicate, detect, and rectify faults. He must possess valid Electrical Workman Permit (Part I & II) Certificate issued by State Licensing Board.

**11. HSE Officer-**

- a) Should be Graduate in Science with a minimum of five (5) years experience in relevant field of operation. Job
- b) Description of HSE Officer –  
Duties & responsibilities include safety during work over operation, rig up, rig down & rig move, raising & lowering mast & rig floor, operations like making & lowering of BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspection of rig and equipments, preparation of SOP in local language, ERP (Emergency Response Plan) & Risk Register, preparation of Job Safety Analysis, hot & cold work permit, investigation & analysis of accidents & near miss incidents. To take all necessary actions to comply with all DGMS, OISD, IER & MoEF conditions and submit return at specified intervals.
  - i. Should be responsible for designating 'Safe Briefing Area' and informing all personnel/crew of the same.
  - ii. Responsible for issuing safety equipment to all personnel arriving at Rig and ascertain that all personnel use and maintain this equipment properly.
  - iii. Responsible for designating Entrance and Exit of the location.
  - iv. Responsible for keeping/ maintaining/ updating statutory records as per OMR, OISD & DGMS regulations and should be made ready prior to any audit.
  - v. Responsible for implementation of HSE Management System as per Bridging Document between SUNPETRO and service agency.

Experience of HSE Officer -

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

**12. Welder-**

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

**4.3. Likely Sequence of Operations**

- a. Check for any pressure in tubing and annulus.
- b. Kill the well.
- c. ND Xmas Tree & NU BOP.
- d. Unseat packer and pull out existing completions.
- e. Clean the well, if required re-run with the bit to clean the sand if any.
- f. Scrap the well and circulate with completion fluid.
- g. Perforate the target interval.
- h. Scrap the well.
- i. Check injectivity of the well.
- j. Clean the well on repeatedly by applying compressor.
- k. Check the well in self-flow condition and kill the well with brine.
- l. Place completion tubing 20 m above the perforations.
- m. Place chemicals for reservoir treatment/EOR.

- n. Activate well and carry out multi-bean study.
- o. If well does not flow, then activate well through any other means.
- p. Kill the well and pull out tubing.
- q. RIH sand screen with tubing and setting.
- r. RIH Completion string with ESP/PCP/SRP and PT gauges.
- s. ND BOP, NU Xmas tree and connect flow lines.
- t. Flow the well and carry out detailed studies.
- u. Secure well, post flow.
- v. Other jobs (Cement squeeze, chemical treatment, sand bailer, fishing operation, etc. (if required)).

#### **4.4. EOR Scheme Implementation**

##### **A. Special Terms & Conditions for EOR Technology:**

Since technology to be used while rig in position, it is considered to get implemented through work over scope for better synergy. Work Over contractor to carry out the Scope of Work as required for EOR Technology.

## TECHNICAL SPECIFICATIONS

### 5. Specification of workover rig

Hiring of Workover Rig on call out basis includes:

#### Technical Specifications / Scope of 50Ton capacity Work Over Rig & Associated Equipment

Sr. No.	Technical Specifications
<b>SERVICE CONDITIONS</b>	The rig should be (API or Non API) capable for undertaking work over operations in Oil / Gas / etc. up to the required depth based on capacity of Workover rig with tubing / drill string of 2-3/8" to 3-1/2" in 5 1/2" & 5 3/4" & 7" to 9-5/8" casings, depending on the weight of completion equipment. The work over jobs include but are not limited to servicing/ installation of artificial lift equipment, cleaning of well bore, scraping of casing / liner, cementing, coil tubing application, gravel packing, sand screen setting, stimulation, well abandonment etc., transfer of zones, water shut off, gas shut off, and re-completion, retrieval of gravel pack assembly, fishing & releasing of stuck up, multi-layer testing, casing repair etc. in vertical/inclined wells.
<b>1</b>	<b>WORK OVER RIG</b> Self-propelled drive-in / back in type mobile work over rig. The rig should have hook load capacity not less than 50 MT with the mast conforming to international standard (API standards 4E/4F and API monogrammed). The rig should be equipped with:-
<b>(a)</b>	Safety device (crown-o-matic) in proper working condition shall be available.
<b>(b)</b>	Provision of Suitable fall prevention device (DGMS approved) as per requirement
<b>(c)</b>	Suitable locking system shall be provided with additional safety manual lock. This is required after telescoping of mast to full height.
<b>(d)</b>	The mast shall be designed to withstand wind speed of minimum 60 knots as per international standard (API 4E/4F with full pipe/ setback) with all guy ropes properly placed as per standard API pattern. If needed, a fifth guy rope may need to be provided from the BOP cat line.
<b>(e)</b>	Draw works of minimum 300 HP rating with minimum 4 forward and 1 reverse speed.
<b>(f)</b>	Derrick engine of suitable horsepower and compatible to draw-works and transmission system.
<b>(g)</b>	Hook and tackle system should be suitable for the rig and capable to operate 2-3/8" to 3-1/2" tubing and 2-3/8" to 3-1/2" drill pipes up to the required depth.
<b>(h)</b>	Handling / Racking arrangement for all tubulars required for "Likely Sequence of Well Operations", with suitable finger board to stack.
<b>(i)</b>	Automatic Hook load limiting device: - Automatic Hook load limiting device installed to prevent overloading of mast, linked up to weight indicator. Limiting device receives signal, from weight indicator and apply brake & disengages draw works clutch simultaneously, when the set hook load is reached.
<b>(j)</b>	All the above items should be mounted on carrier and should meet all the regulations of Road transport etc.
<b>2</b>	<b>SUB STRUCTURE</b> The sub structure should be rated not less than 75 Tons (conforming API 4E/4F standards and API monogrammed). The structure should have sufficient clear height below rotary beam to accommodate offered BOP Stack, adopter spool and sufficient

	clearance for installation of riser nipple on well head heights upto 2ft.
<b>3</b>	<b>ROTARY EQUIPMENT</b> Standard Rotary table with maximum 13-1/2" /17-1/2" opening in accordance with API 7 K (and API monogrammed) with static load capacity not less than 75 MT and complete with master bushings and drive bushing, drive chain or shaft and provision for reverse rotation for back off.
<b>4</b>	<b>KELLY</b> Approximately of minimum 35ft Square / hexagonal Kelly minimum 3" size as per API 7 and API monogrammed suitable for working upto 350 kg / cm <sup>2</sup> (5000 psi) working pressure with required connections along-with saver subs. Upper and lower Kelly cock of suitable size with pressure rating of 5000 psi should also be available.
<b>5</b>	<b>SWIVEL as per API 8A/8C and API monogrammed</b> (a) Swivel with static load capacity not less than 75 tons and rotating capacity not less than 50 tons. (b) Should have proper quick change goose neck assembly with working pressure of 350 kg/cm <sup>2</sup> (5000 psi).
<b>6</b>	<b>HYDRAULIC WINCH</b> The Rig should be provided with minimum 1 no. of hydraulic winch with catline for handling tubulars having pulling capacity not less than 3 MT.
<b>7</b>	<b>MUD SYSTEM</b>
<b>7.1</b>	<b>MUDPUMP</b>
<b>(a)</b>	Positive displacement Pump driven by suitable independent Diesel engine of minimum 350HP, Gearbox/Torque converter / Transmission with shaft / chain driven (Belt driven not acceptable) with Centrifugal supercharging pump (In case supercharger pump is to run on motor necessary approval from DGMS for motor is required), having pulsation dampener, safety relief valve, pressure gauge etc.
<b>(b)</b>	<b>Capacity of Pump</b> Discharge Minimum: 12 M3 / hr. at 2000 psi, Maximum: 52 M3/ hr. at 5000 psi.
<b>7.2</b>	<b>DISCHARGE SYSTEM</b>
<b>(a)</b>	Suitable discharge manifold consisting of minimum 4 gate valves of best engineering design for well servicing jobs. The working pressure of valves should not be less than 350 kg/cm <sup>2</sup> (5000 psi).
<b>(b)</b>	Rotary hose of suitable size as per API 7K standards having working pressure of 350 Kg/Cm <sup>2</sup> (5000 psi) with suitable connections.
<b>(c)</b>	Suitable end connections of suction line and delivery manifold shall be provided.
<b>(d)</b>	Standpipe of suitable size and pressure rating along with pressure gauge mounted on the rig.
<b>7.3</b>	<b>BRINE / WORK-OVER FLUID STORAGE / HANDLING ARRANGEMENT</b>
<b>(i)</b>	Tanks having pumpable capacity (volume) not less than 80 cubic meters with permanent level markings from bottom.
<b>(ii)</b>	Arrangement for brine preparation & mixing etc.
<b>(iii)</b>	Proper facility for transfer of working fluid / brine from tankers into tank and tank to tank and back to tanker (if required) along with pumping system.
<b>(iv)</b>	Necessary system lines.
<b>(v)</b>	One no. 8 m <sup>3</sup> capacity tank for chemical mixing shall be provided
<b>(vi)</b>	One trip tank of approximately 8m <sup>3</sup> with suitable connections and valves shall be available. It should be equipped with sufficient capacity of centrifugal transfer pump &

	motor suitable for hazardous area. Suitable system with alarms for monitoring gain/loss of well fluid at drillers console shall be preferred.	
(vii)	Skid mounted / portable filtration unit for brine to get the outlet brine solution of 5/10 micron quality at flow rate 40M3/hr (preferably at working pressure 10Kg/cm <sup>2</sup> ) after fine filter with suitable motor for hazardous area as per OMR.	
8	<b>FUEL STORAGE</b> Sufficient fuel storage to undertake the workover operations without interruptions. CCE guidelines to be followed regarding fuel storage.	
9	<b>WATER STORAGE</b> Tank(s) with total storage Capacity of 40 m <sup>3</sup> equipped with transfer pump of suitable capacity with necessary associated piping.	
10	<b>WELL CONTROL EQUIPMENT</b> The following well control equipment shall be required:	
(a)	Hydraulically operated Cameron / Shaffer (NOV Shaffer) / Hydril (GE Hydril), one double ram type Blow Out Preventor of minimum 7-1/16" X 5000 PSI working pressure, as per API 16A & 6A and API monogrammed, having one set of blind rams and one set pipe rams to handle size 3-1/2", 2-7/8" and 2-3/8". The Open/close position of the BOP rams on BOP should preferably be easily visible from outside (From a distance). BOP shall be as per API 16 A and API monogrammed and flanges and valves shall be as per API 6A and API monogrammed.	
(b)	One set of stem & wheel for manually closing BOP as per OISD standard-174.	
(c)	One BOP control unit suitable for the offered BOP, as per API 16D 5000 psi working pressure, hydraulically operated with sufficient fluid capacity including remote control arrangement. Unit should have two charging systems i.e. Pneumatic and electric with auto start and stop facility. Flame proof DGMS approved motor shall be used. The unit should also conform to OISD-STD-174.	
(d)	One set of drilling spool/ adapters for mounting the BOP on 5000 psi WP wellhead.	
(e)	BOP test plugs or Cup tester with accessories as per API-RP-53 shall be provided by bidder.	
(f)	One set of Sucker Rod BOP to handle 1/2" to 1-1/2" sucker Rods / polished rods along with necessary change over flanges of minimum 1500 psi working pressure.	
(g)	Plug valves, FOSV of 5000 PSI one for 2-3/8", 2-7/8" & 3-1/2" tubing along with necessary connections for 2-3/8", 2-7/8" & 3-1/2" NU /EUE tubing and drill pipes to be provided.	
<b>NOTE</b>	Contractor should have certified spare rams other than fitted in BOP for 2-3/8", to 3-1/2" tubing /drill pipes with a provision of changing rams at well mouth itself in proper safe conditions as per operational requirement.	
11	<b>Choke and Kill Manifold</b> Choke & kill manifold as per API standard and API monogrammed of size minimum 2-1/16" having minimum 5000 psi WP along with sufficient quantity of Chiksan piping of minimum 5000 psi WP of suitable size fitted with NRV in kill lines. It should be a suitable combination of valves having provision to flow the well through fixed choke, variable choke and one bypass also. The provision shall also be available to kill the well through kill line as well as one additional line for making connection through cementing unit.	
12	<b>Handling tools as per API 8C</b> Center latch elevator for minimum 50MT capacity and minimum 01 no. for each category:	
(a)	<b>Size</b>	<b>Description</b>

	2-7/8"	Standard TUBINGS
	3-1/2"	Standard / NUE TUBINGS
	2-7/8"	Standard DRILL PIPE
	3-1/2"	Standard DRILL PIPE
	3-1/2"	Standard / EUE TUBING
(b)	Elevator links Elevator links-forged as per API 8C, rated capacity-minimum 50 MT, Qty-2 numbers (one pair / set) & the size shall be as per standard design of rig.	
(c)	Power (Pneumatic) slip (Qty-1) Light Weight pneumatic slip/spider, with sufficient spares, inserts suitable for 2-3/8" to 3-1/2" tubing and drill pipes along with all associated connections, hoses and Couplings. Operating valve at driller's console.	
(d)	Hydraulic Power tong (Qty-1) Light weight hydraulic power tong as per relevant API standard for 2-3/8" to 3-1/2" tubing torque up with replaceable jaws, along with sufficient spares. Additionally, manual tong capable of handling the above mentioned sizes should be kept ready at site as backup.	
(e)	Handling Tools for Sucker Rods and Polished Rods Tongs & elevators for handling 1/2", 5/8", 3/4", 7/8", 1", 1-1/8", 1-1/4" & 1-1/2" sucker rods and polished rods.	
13	<b>Cross Over Subs</b> Bit subs, cross over subs and all necessary subs to handle work with 2-3/8", 2-7/8" & 3-1/2" tubing and drill pipe string or their combinations.	
14	<b>Rig instrumentation suitable for Hazardous area</b>	
(a)	Deadline weight indicator with sensor/ load cell on driller console/control panel, indicating load on hook for the designed capacity of the rig.	
(b)	Suitable recorder for recording hook load	
(c)	Mud pump pressure indicator, complete, on drillers console/control panel. 0-6000 PSI.	
(d)	Mud pump pressure gauge mounted on standpipe of 0-6000 PSI.	
(e)	Ton km indicator if available	
(f)	SPM indicator for mud pump's discharge at local mud pump control panel.	
(g)	Indicators for B.O.P rams open/close for offered BOPs on drillers console/control panel.	
(h)	Torque indicator for rotary to be provided on driller's console.	
(i)	Tong torque indicator.	
15	<b>Safety Equipment</b> The Rig equipment, wherever applicable, must meet the requirements of API, Directorate General of Mines and safety (DGMS) and Oil Industry Safety Directorate (OISD) and guidelines issued by State and Central pollution control board. The rig should be equipped with following firefighting & safety equipment: -	
I	Firefighting system as per OISD standard -189 (revised) Applicable for Workover Rig: - Para 6.0 i) Fire water storage facilities with fire water pump. Fire water storage tank should be exclusive and not to be clubbed with another tank. ii) Portable Fire extinguishers. Para 11.0 – Material specification of Fire water system.	

	Para 12.1 – Fire alarm system
II	Explosion proof rig lighting at all hazardous locations as per Indian Oil Mines Regulation in force.
III	Flame proof portable lamps (minimum 2 nos.)
IV	Emergency Kill system for derrick engine (control from driller's panel).
V	Portable gas detectors for H <sub>2</sub> S (CMRI approved) & Hydrocarbons (DGMS approved) suitable for oil field.
VI	Electrical system should have suitable ELR (Earth leakage relay)
VII	Provision for operating BOP from driller console, locally and from remote location. It is further clarified that the requirement of operation of BOP with accumulator is at the following places: - 1. At Driller's console. 2. At remote location at ground floor at a safe distance from derrick floor. 3. At accumulator
VIII	First aid box with stretcher facilities as per OISD standards – 204 para 6.5
IX	Safety kits & liveries (as per standard statutory body) to be provided for operating personnel. Top man safety belt also to be provided
X	All the rotating parts must have proper safety Guards
XI	Eye washer
XII	Hand operated (Rotor Type) Fire Siren
16	<b>DRILL STRING</b>
(a)	Drill pipes 2-7/8" OD IF Right Hand, G grade, New / premium, Range-II not less than 1500 mtrs length to be provided.
(b)	Pup joints of above drill pipe specifications 2 Nos each of 2ft or 3 ft, 6ft & 8ft to be provided with the rig.
Note	New /used drill pipes which were suitable for workover job with valid certificate of TPI before mobilization of rig, NDT shall not be done if manufacturer's certificate along with inspection certificate is provided from the manufacturer.
17	<b>OTHER EQUIPMENT</b>
(a)	Air system: Independent engine driven air compressor system of suitable capacity with air tank for operating pneumatic Cellar pump, Hydraulic pump of BOP control unit etc.
(b)	Rig warehouse and store
(c)	Bunk Houses for SunPetro Coordinator– one air conditioned Separate Bunk house having at least 2 office chairs, one office table, sofa (3 Seater), one almira etc.
(d)	One Bunk house for Contractor's Rig In charge and another bunk house for rig crew.
(e)	V-door & catwalk with pipe racks on both sides.
(f)	Necessary transport equipment for movement of rig from one location to another.
(g)	Cellar pump- Air operated (Pneumatic) with suction hose of sufficient length shall be provided by the contractor.
(h)	Circulating head (5000 psi working pressure) for 3-1/2", 2-7/8" & Drill pipes and tubing with necessary change over.
(i)	All trailer mounted equipment including rig trailer must meet the RTO regulation including Registration.
(j)	Gen set (2 NOS. one in operation and second as standby) of sufficient capacity for continuous round the clock operation on full load including motors of auxiliary equipment, other electrical equipment like mud system, BOP control unit, brine filtration unit, air conditioner, fan, blower etc. and illumination of Drill site area to be

	provided as per OMR-1984 and its amendments from time to time. Contractor may keep an additional / optional, DGMS approved generator set meeting requirement of OMR-1984 and its amendments from time to time, for lighting purpose. Each Genset should be equipped with restricted neutral system to limit earth fault current to 750 mA as per CEA regulation 2010.
(k)	Sufficient number of suitable flanges, chiksans/ flexible joints and rubber hoses for making all types of connections for working pressure 5000 psi shall be available.
(l)	Welding machine powered by contractor's Gen Set along with all associated welding and oxy – acetylene cutting accessories, gases and consumables etc.
(m)	Potable water storage, filter and water cooler.
(n)	Urinal / toilet block. Septic tank etc. is in the scope of contractor.
(o)	Contractor should use API recommended dope for applying on drill pipes and tubing threads and not Multi-Purpose Grease.
(p)	1 NO. of red aviation light flickering type fitted with lamp at crown block shall be available having independent circuit.
(q)	Brine balance and viscometer.
(r)	All rig equipment and facilities like bunkhouse store etc. should have effective double distinct earthing system as per CEA regulation 2010.
18	All items mentioned above must be suitable for working pressures as mentioned in specifications.
19	One rectangular slop tank of 45 KL for collection of sludge
20	Any other item / assembly needed but not incorporated above, to meet the complete scope of work / as indicated under "Likely sequence of Operations" of the tender must be provided by the contractor.
21	Blocks: 4 NOS. of Cement Block each having weight of 5 Tons. The block can easily be installed on well site so as to avoid requirement of permanent anchor at each well site. Anchor at well site will not be required.
21	Bidders are required to quote only those make(s) as mentioned in specifications. Wherever specific make(s) are not mentioned bidders are free to quote any make(s). But equivalent / generalized make(s) shall not be acceptable against any item / equipment etc.
22	Overshot for the 2-7/8" EUE & 3-1/2" EUE tubing (Casing size 5-1/2" & 7" Production) must be available at Rig.

### **Technical Specifications / Scope of 40Ton capacity Work Over Rig & Associated Equipment**

Year of Manufacturing	: 2010 (API RIG) or later.
Service Conditions	: Offered Service rig is capable to service the oil/gas/injection/ effluent disposal wells.
Rig Type	: Rig is to be self-propelled service rig powered by Diesel Engine of 280 HP.

<b>Technical Specifications</b>	
1	<b>Mast</b>
	Compatible with hook load rating of <b>40 ton</b> having 60 ft clear height from ground level. <b>Make:</b> <b>Model:</b> <b>Sr. No.:</b> <b>Capacity:</b>

2	<b>DERRICK ENGINE</b>
	<b>Make:</b> <b>Model:</b> <b>Sr. No.:</b> <b>Capacity: 285 HP</b>
3	<b>DRAW WORKS</b>
	Having Rated capacity of 204 HP It will be diesel engine driven, equipped with mechanical brake; variable draw works speed and one reverse speed. Make up/break up catheads, proper cooling system and deadline anchor complete in all respect will be provided.  <b>Sr. No.:</b> <b>HP: 204 or higher</b>
4	<b>HOOK AND TACKLE SYSTEM</b>
	Having 40 Ton load capacity. Travelling block/ hook assembly will have required number of sheaves along with weld-less elevator links of suitable size and rating will be provided  <b>Crown Block</b> <b>Make:</b> <b>Model:</b> <b>Sr. No.:</b> <b>Capacity: 50 Ton</b> <b>API 4F</b>  <b>Travelling Block combined Hook</b> <b>Make:</b> <b>Model:</b> <b>Sr. No.:</b> <b>Capacity:</b> <b>API 8C</b>
5	The rig to be equipped with <b>Crown-O-Metric</b> device in proper working condition.
6	<b>WORKING PLATFORM</b>
	Working platform of the 8' x 10' working platform Completed with safety railing, working floor etc. with safe working of BOP, X -mass tree etc ..., having sufficient height to accommodate offered BOP Stack, adapter spool and sufficient clearance for installation of riser nipple on well head heights upto 4 ft to be provided.
7	<b>PUMP</b>
	Triplex Plunger Pump Model-3PP 280 Truck/Trailer mounted Diesel engine driven Triplex Mud Pump with a diesel Engine of 280 HP to be provided.
8	<b>DISCHARGE SYSTEM</b>
	Best engineering design, Discharge Manifold having 4 valves cross system capable to handle service jobs and having sufficient working pressure. Suitable end connections of suction line and delivery manifold. Brine/Work over fluid-storage / Handling arrangement:
9	<b>FUEL STORAGE</b>
	Sufficient fuel storage facility to be provided to undertake the work over operations without interruptions.
10	<b>Tanks for BRINE &amp; WATER</b>
	Tanks with storage Capacity of 40m <sup>3</sup> x (2) NOS. for Operational Brine / water equipped with transfer pump of suitable capacity with necessary hook up lines / system to be provided.
11	<b>WELL CONTROL EQUIPMENT</b>
	Hydril / SHAFFER or standard Make one double ram blowout Preventer of 7 1/16" X 5000 PSI WP hydraulically operated will be provided with one set of blind rams and one set of pipe rams to handle the size 3-1/2", 2-7/8" and 2-3/8". The Indication for Open/close position of the BOP rams is easily visible from outside (From a distance). <b>Certified with 5 years validity is required.</b>
12	<b>Adapter Spool</b>
	One set of spool/Adapter will be provided.
13	<b>BOP test plug or cup tester /accessories will be provided.</b>
14	<b>BOP CONTROL UNIT</b>

	one BOP Control Unit 6/8 bottles, control unit capable to operate the BOP. Hydraulically operated with sufficient fluid capacity. Pneumatic and electric with auto start and stop facility to be provided.
15	<b>SUCKER ROD BOP</b> Sucker Rod BOP for the size 1/2", 5/8", 3/4", 7/8", 1", 1-1/8", 1-1/4" & 1-1/2" or as required sucker rods along with the necessary change over flanges of minimum 1500 psi working pressure to be provided.
16	1 Plug valve or FOSV of 5000 PSI WP for 2-3/8", 2-7/8" & 3-1/2" tubing along with necessary connections to be provided.
17	<b>HYDRAULIC POWER TONG</b> Light weight hydraulic power tong as per relevant API standard for 2-3/8" to 3-1/2" tubing torque with replaceable jaws minimum, along with sufficient spares. Additionally, manual tong capable of handling the above mentioned sizes should be kept ready at site as backup.
18	<b>TUBING ELEVATORS:</b> Tubing Elevators having minimum 50 tons capacity to handle, 2-3/8", 2-7/8" & 3-1/2" to be provided.
19	<b>SUCKER RODS / POLISHED ROD HANDLING TOOLS:</b> Tongs and elevators for handling suitable sucker rod & polished rods 1 no. to be provided.
20	<b>CROSS OVER SUBS:</b> Required crossover subs will be provided to handle 2-3/8", 2-7/8" & 3-1/2" tubing or their combination.
21	<b>WEIGHT INDICATOR/INSTRUMENTATION:</b> <b>MARTIN DECKER/ TOTCO/AOL SWAB TINKER SHOP INC.</b> make or equivalent, weight indicator along with the recorder for the hook load of 50 ton) to be provided. Heavy duty Mud pump Pressure Gauge for mud pump, of 0-350 Kg/cm <sup>2</sup> (0-5000 PSI).
22	<b>SAFETY EQUIPMENT/ FIRE FIGHTING:</b> The rig equipment wherever applicable, will meet the requirements as per safety: i. Portable fire extinguishers. ii. Explosion proof rig lighting at all hazardous locations as per Indian Oil Mines Regulation in Force. iii. Emergency Kill system for derrick engine (control from driller's panel). iv. Duly calibrated Portable Gas Detectors for H <sub>2</sub> S & Hydrocarbons suitable for oil field and of reputed make. v. First aid box. vi. Safety kits & liveries to be provided for operating personnel. vii Staff will be provided with safety kits and PPE. viii. Emergency Vehicle to transport any ill or injured person to the nearest Hospital, in case, to be provided. ix. All high-pressure lines/hoses will be properly supported & secured. x. All vehicles/equipment/engines which will be used in the vicinity of the well head area to be provided with Flash Back Arresters. xi. Safety signage's for NO Smoking, Prohibition for entry in well pad area, Assembly Point, High Noise, High Pressure, PPE etc. in sufficient numbers to be provided.
23	<b>OTHER EQUIPMENT:</b> a) Necessary transport equipment for movement of rig from one location to other. b) All the trailer mounted equipment and Rig Trailers will meet the RTO Regulation should have valid and RTO registration.
24	<b>POWER GENERATOR</b> 01 NO. power generators of sufficient capacity, powered by diesel engine, with properly designed control Panel for continuous round the clock operation including motors, electrical equipment like air conditioner, fan, blower etc. and illumination of work area to be provided.
25	<b>OTHERS:</b> a. Chiksan 2" x 5000 PSI WP, WECO Fig. 602 Union. 10 nos. b. Suitable flange connections to connect Chiksan/ flexible joints from pump to the well, well to flow line/pit etc. as per requirement. 1 no. Welding machine / welding transformer powered by genset. c. 1 NO. complete set of Oxy-acetylene cutting accessories, gases and consumables. d. Pipe Laying and Racking arrangement: Conventional Pipe Laying arrangement. Suitable for low duty service rig capable to handle tubulars.

	<p>e. Circulating head: Standard Circulating head for 2-7/8", /2-3/8" &amp; /3-1/2" tubing duly tested at <b>5000 psi</b>.</p> <p>f. Pipe Vice: Suitable Pipe Bench Vice -1 NO.</p> <p>g. Common Bunk Houses for Company Coordinator and Contractor's Rig In charge.</p> <p>h. All rig equipment and facilities like bunkhouse store etc.</p> <p>i. Air system: Independent air compressor system of suitable capacity with air tank for operating pneumatic Cellar pump, Hydraulic pump of BOP control unit etc.</p>
26	<p><b>Special Notes</b></p> <p>1. Contractor to provide experience and qualification of rig crews along with well control and firefighting training certificates.</p> <p>2. All relevant equipment whenever required in operation of rig/job to be provided.</p>

### 5.1 The Contractor should provide the following information for technical evaluation:

- i. Rig Capacity & Type:
- ii. Rig year of manufacture and residual working life:
- iii. Present rig location:
- iv. Rig availability date:
- v. Number of loads (rig): please specify for mobile rigs also as applicable.
- vi. Number of loads (camp):
- vii. Time and Place of rig being stacked if not under operations:
- viii. Recent history of rig operation for the last 2 years including past performance:
- ix. Past records of having provided workover services:
- x. Certifications of all rig equipment in use in operations.
- xi. Non-Productive time due to rig failure/NPT, rig move data etc.
- xii. LTI details.

### 5.2 Experience and Qualifications of Work Over Rig Crew:

- a. Rig In-charge shall be certified in well control (valid IWCF certificate preferably supervisor level) and have minimum 10 years of experience. Drillers and Assistant Drillers shall preferably have current IWCF (valid IWCF certificate driller level) with minimum five year on line experience and minimum qualification.
- b. Contractor's Personnel assigned or hired for the work-over operations are subject to Company approval.
- c. Chief mechanic, Chief electrician must have at least five years in line experience and valid certificates in their respective position and should be having sufficient knowledge of English. The details of all personnel, i.e. data, authenticated documents in respect of proof of qualification, experience, training etc. shall be submitted to SunPetro before commencement of work.
- d. The details of all personnel, i.e. data, authenticated notarized documents in proof of qualification, experience, training etc. shall be submitted to SunPetro before commencement of work.
- e. All senior staff shall preferably be certified in firefighting, lifesaving, first aid and mines vocational training procedures. Mines vocational training from DGMS approved / authorized institutes only are acceptable.
- f. Company material loading & unloading at site for workover job is in scope of contractor.
- g. Electrician posted should have competency certificate as Electrical supervisor and competency certificate to work in oil mines also.
- h. Contractor is to submit all proof on above requirement along with technical un-prized bid.

## **SECTION – 5**

### **RESPONSIBILITY MATRIX (NA)**

## **SECTION-6**

### **BID EVALUATION CRITERIA**

## 6.1 TECHNICAL EVALUATION CRITERIA

- 6.1.1. Bid should be complete in all respects, covering the entire Scope of Work, and should conform to the technical specifications indicated in the bid documents, duly supported with relevant technical catalogues / literature wherever required. Incomplete and non-conforming bids to the specifications will be rejected outright.
- 6.1.2. The bidder shall quote for a suitable **50T Workover Rig on call-out basis**, meeting the technical specifications and fit for purpose. The bidder shall submit the proposed Rig Technical Specifications. However, the bidder shall confirm unconditional acceptance of the complete Scope of Work against each Category / Service quoted.
- 6.1.3. The bidder should meet the following criteria:
- The bidder should have executed at least one (1) workover services contract with a minimum duration of two (2) years during the last five (5) years for the Categories / Services quoted, and should have successfully completed a minimum of three (3) workover jobs within the last six (6) months prior to the bid submission date
  - The bidder, being an Indian company or Indian Joint Venture company, along with its technical collaborator / Joint Venture partner, if any, should meet the criteria laid down in paragraph (a) above
  - Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or Joint Venture partner (in case of a Joint Venture) on Categories / Services of similar nature executed in the past, along with details of current work in hand and other contractual commitments indicating areas and clients, shall be submitted along with the techno-commercial bid in support of the experience criteria specified above.
  - In case the bidder is a Joint Venture company, the following requirements shall be satisfied:
    - The leader of the Joint Venture shall confirm unconditional acceptance of full responsibility for executing the **Scope of Work** of this tender, including all interface risks of services / equipment being provided. This confirmation shall be submitted along with the techno-commercial bid.
    - All members of the Joint Venture shall undertake in their MoU that each party shall be jointly and severally liable to SunPetro for any and all obligations and responsibilities arising out of this Contract, if awarded.
- 6.1.4 Bidders shall provide complete information for all Categories / Services quoted, as required for technical evaluation, along with the techno-commercial bid.

## 6.2 ACCEPTANCE OF TERMS & CONDITIONS

The bidder must confirm unconditional acceptance of the Terms & Conditions of Contract as per Section-3, Price Schedule format as per Section-7, and Instructions to Bidders as per Section-2 of the tender document.

## 6.3 FINANCIAL CRITERIA

- 6.3.1 The bidder should have an average yearly turnover of more than **USD 500,000 / INR 5 Crore** during the last three financial years (2022-23, 2023-24, and 2024-25).
- 6.3.2 The net worth of the bidder for FY 2024-25 should be positive.
- 6.3.3 CA-certified statements shall be provided for both criteria mentioned in Clauses 6.3.1 and 6.3.2, along with audited financial statements.

## 6.4 IMPORTANT INSTRUCTIONS

- Bids shall be submitted as per instruction provided in Notice Inviting of Tenders in Section – 2.
- Offer submission shall be single stage two bid system. Bidder is required to submit technical and commercial bid separately packed in a single envelope.
- The bidder must confirm acceptance of Terms & Condition of Contract as per Section-3, Price Schedule format as per Section-7 and Instruction to bidders as per Section-2.
- Offer of following type shall be liable for rejection:
  - Fax / e-mail / Xerox/photo/scanned copy offers
  - Offer made by Agent /retainer/consultant/ Representatives /Associates/ of the foreign principal
  - Offer does not conform to validity period as per NIT/ITB.

- Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB / NIT.
- Offer where prices are not firm during entire duration of the contract and /or with qualifications.
- Offer not duly signed by authorized signatory
- Bidders not meeting Mobilization, Delivery schedule, completion period
- Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc. Applicable GST, if any, shall be at actual.
- If at any time during the tendering stage or post award, it is found that the Contractor has submitted forged document and/or submitted misrepresentative information, Contractor shall be terminated and shall be blacklisted and the cost of damage, if any, shall be recovered from the Contractor including forfeiting of the EMD / PBG.

#### **6.5 GENERAL**

Bidders to note the following:

- The bidder shall submit a declaration along with the bid that they are not blacklisted by any of the Company. If so, Contractor is required to furnish the complete details. Company's decision shall be final to accept or reject the tender.
- In case the bidder takes exception to any clause or condition of the tender document not covered under BEC, the Company shall have the discretion to reject the bid.
- In case of any contradiction between BEC and clauses appearing elsewhere in the bidding document, the provisions of BEC shall prevail.
- Inspection may be carried out by Company's officers / representatives / third party at the discretion of the Company.
- The Company's decision to accept or reject any bid shall be final and binding, without assigning any reason.

## **SECTION - 7**

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

Bidder has to provide price of all items as indicated in price schedule below for all the services.

Sr. No.	Descriptions	UOM	50T WO Rig (INR)			40T WO Rig (INR)
			Unit Rate with Drill Pipe & Tank (A)	Unit Rate with tank & without Drill Pipe (B)	Deduction if 40KL tank is not hired, then this amount will be deducted from Column (A) & (B)	Unit Rate
1	Mob Charges including Rig & Manpower to SunPetro's site as follows	Lump sum				
a	Baola	Lump sum				
b	Modhera	Lump sum				
c	Bhaskar	Lump sum				
d	Hazira	Lump sum				
2	DeMob Charge including Rig & Manpower from SunPetro's site as follows:	Lump sum				
a	Baola	Lump sum				
b	Modhera	Lump sum				
c	Bhaskar	Lump sum				
d	Hazira	Lump sum				
3	Operating Day Rate (R-1) for 24 hours	Per Day				
4	Standby Rate(R-2) for 24 Hours	Per Day				
5	RIG MOVEMENT CHARGES (including diesel)					
a	ILM charges upto 10 kms	Lump sum				
b	ILM charges upto 11-20 kms	Lump sum				
c	ILM charges upto 21-50 kms	Lump sum				
d	above 50 Kms	Per KM				
6	NaCl Rate	Per Ton				
7	Technical Water	Per KL				
8	Sand Bailer Charges	Per Day				
9	2 7/8" Drill Pipe (Left Hand Thread) on call out basis	Per day				

**Note:**

1. Above charges includes diesel, lube oil, manpower and consumables etc.
2. No other charges except GST as applicable will be paid Extra.
3. Wherever applicable prorate rate to be considered.
4. Only quantity of NaCl consumed shall be payable per well.
5. Pro-rate charges will be applicable if sand bailer is not used for full day on hourly basis.
6. Any additional item/services required which is not listed in scope will be paid with 5% additional charges on actual.
7. Payment Terms: 30 days from the date of receipt of monthly/Call-out invoice

## **SECTION-8**

### **PERFORMANCE MEASUREMENT**

**8.1** The time is of essence of all activities under the contract and Bidder shall be penalized / rewarded based on the performance during the operations using the following mapping parameters at sole discretion of SunPetro, if required.: Incentive will be given if Contractor scores the marks to more than 95% However, Penalty shall be imposed if the overall performance scoring is below 90 %. The mapping parameters are to be agreed with mutual consent of Company and Contractor post award of contract.

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

### 8.2 Incentives

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

- I. If the monthly performance is  $\geq$  95% consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.
- II. If the Site is free from LTI for more than 150 days, contractor shall be paid incentive @ 5000 rupees / annum or on pro-rata basis if work in a year is less than 365 days.

### 8.3 Penalties:

- 8.3.1** The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Contractor for any observation by SunPetro representative within 48 hour. In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day until action is taken.

- 8.3.2** Performance shall be evaluated on a monthly Basis. Penalty shall be imposed if the overall performance is below < 90 %. In the event of performance below expectation (Expected Performance  $\geq$  90 %), Contractor shall be penalized with 1% less payment for every 1% less performance from 90% limit (Pro-rata Basis) or to be finalized on discussions with the contractor on award of work
- 8.3.3** In case of PPE non-compliance, a penalty of Rs. 2000/- per person shall be levied per incident of not using proper PPE.

**ANNEXURE – 1**

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

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

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

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

Reason for no Bid

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For

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

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

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

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

Transmittal via facsimile:

ATTENTION

Head –Commercial & SCM

Sun Petrochemicals Pvt. Ltd.

8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate

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

E-mail: [dheeraj.paroch@sunpetro.com](mailto:dheeraj.paroch@sunpetro.com)

**ANNEXURE – 2**  
**BID BOND FORMAT**

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

**WHEREAS:**

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated .....(“hereinafter referred to as Proposal”) against TENDER NO.: Gujarat dated \_\_\_\_\_ for (hereinafter referred to as the “Tender”).

NOW, THEREFORE,

- (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :) \_\_\_\_\_ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees \_\_\_\_\_/- (INR \_\_\_\_\_ for Indian Bidders) and US \$ \_\_\_\_\_ United States Dollars \_\_\_\_\_ only – for Foreign Bidders) in favor of Company, if Tenderer fails to perform its obligations as set forth below:
- (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
  - (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
    - (a) Fails or refuses to execute the agreed Contract, if required; or
    - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
    - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
    - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.
- The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.
- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between the Tenderer and Company with or without the consent of
- (4) 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.
- (5) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.

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

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

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal : \_\_\_\_\_  
Address : \_\_\_\_\_

**NOTE :**

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

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

**2. Conditions for Invoking of Bid Bond Guarantee**

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

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

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

## **ANNEXURE - 3**

### **CHECK LIST FOR BIDDING**

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

#### **TECHNICAL**

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

#### **COMMERCIAL**

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

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

**ANNEXURE – 4**

**EXCEPTION / DEVIATION / CONDITIONS PROFORMA**

Any and all exceptions/deviations/conditions to the terms and conditions of Tender No. \_\_\_\_\_

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : \_\_\_\_\_

**ANNEXURE -5**

**CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID**

**DO NOT OPEN - THIS IS A TENDER QUOTATION**

**(TECHNICAL & UN-PRICED COMMERCIAL BID )**

**Client : SUN PETROCHEMICALS PRIVATE LIMITED**

**Tender No. :**

---

**Project Name :**

---

---

**Bid Due Date :**

---

**From:**

**To:**

<b>(Bidder's Details)</b>	<b>Head –Commercial &amp; SCM</b> Sun Petrochemicals Pvt. Ltd. 8 <sup>th</sup> , 9 <sup>th</sup> & 10 <sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 E-mail: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a> 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: \_\_\_\_\_  
\_\_\_\_\_

<b>(Bidder's Details)</b>	<b>Head –Commercial &amp; SCM</b> Sun Petrochemicals Pvt. Ltd. 8 <sup>th</sup> , 9 <sup>th</sup> & 10 <sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 E-mail: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a> 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:** \_\_\_\_\_

<b>Bidder's Details)</b>	<b>Head –Commercial &amp; SCM</b> Sun Petrochemicals Pvt. Ltd. 8 <sup>th</sup> , 9 <sup>th</sup> & 10 <sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 E-mail: <a href="mailto:dheeraj.paroch@sunpetro.com">dheeraj.paroch@sunpetro.com</a> Kind Attn: Mr. Dheeraj Paroch
--------------------------	---

TO BE OPENED BY ADDRESSEE ONLY

**ANNEXURE -8**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

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

To,  
**Sun Petrochemicals Pvt. Ltd. (SunPetro). Bhaskar Field,**  
CB-10 BLOCK SURVEY NO 126  
Central Processing Facility (CPF),  
Pandad-Tamsa Road,  
Village: Pandad, Tal: Khambhat,  
Dist: Anand, Gujarat – 388625

Bank Guarantee No.  
Date:  
Expiry Date:

This Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 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 CB-10 BLOCK SURVEY NO 126, Central Processing Facility (CPF), Pandad-Tamsa Road, Village: Pandad, Tal: Khambhat, Dist: Anand, Gujarat – 388625 (hereinafter referred to as the “BUYER”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

**WHEREAS:**

A. The BUYER has issued purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as the “P.O.”) in favour of \_\_\_\_\_, a company registered under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred as the “SELLER” 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 SELLER 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 BUYER having entered into a contract vide P.O. with the SELLER for the supply of the PRODUCT; we, the \_\_\_\_\_, the GUARANTOR do hereby unconditionally and irrevocably guarantee and undertake:

l) to pay merely on written demand by the BUYER 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 BUYER 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 BUYER. Any such demand made by the BUYER on the GUARANTOR shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.

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

1. We, the Bank further agrees that:

i) the BUYER 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 SELLER's liabilities.

ii) this guarantee shall be without prejudice to the other rights, available to the BUYER against the SELLER 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 BUYER 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 SELLER or by the fact that the SELLER 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 BUYER or otherwise but shall enure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the BUYER.

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

2. The guarantee herein contained shall remain in full force and effect till discharged by the BUYER or up to \_\_\_\_\_ whichever is earlier, and the GUARANTOR undertake not to revoke this guarantee during its currency except with previous consent of the BUYER 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 up to \_\_\_\_\_ 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
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
  - I. Kotak Mahindra Bank
  - II. RBL Bank (The Ratnakar Bank Ltd)
  - III. IndusInd Bank
  - IV. Karur Vysya Bank
  - V. DCB Bank
  - VI. Federal Bank
  - VII. South Indian Bank
4. Co-operative and Rural Banks:
  - I. The Kalapur 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

Dena Gujarat Gramin Bank

## ANNEXURE - 10

### CUSTOMS NOTIFICATION

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

## ANNEXURE - 11

### CHECK LIST POST AWARD OF WORK

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

#### **Commercial / Financial**

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

#### **Operational**

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

#### **General**

- a. Overall inputs required for meeting all operational needs

**ANNEXURE-12A:  
PERSONNEL DEPLOYMENT PLAN**

**Minimum Personnel to be provided by the Contractor**

<b>Classification</b>	<b>Number On Location</b>	<b>Total Number</b>

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

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

Note:

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

**END OF TENDER DOCUMENT**