

Tender Document
Under
INTERNATIONAL COMPETITIVE BIDDING (ICB)
for
Hiring of Logging & Perforation Services
for
Gujarat Fields

Tender No.: SunPetro/Gujarat/Logging/2026-27/SPPL-297

SUN PETROCHEMICALS PRIVATE LIMITED

8th, 9th & 10th Floor, ATL Corporate Park
Opp. L&T Gate no. 7, Saki Vihar Road
Chandivali, Powai, Mumbai, BHARAT(INDIA) PIN – 400072
Tel: (022)-69325300.



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SECTION- 1

INVITATION TO BID (ITB)

UNDER

INTERNATIONAL COMPETITIVE BIDDING (ICB)

Sun Petrochemicals Private Limited

Commercial & Supply Chain Management

8th & 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 7,

Saki Vihar Road, Chandivali, Powai,

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

www.sunpetro.com

CIN: U24219MH1995PTC464242

Ref. No. SunPetro/Gujarat/Logging/2026-27/SPPL-297

Date: 15.06.2026

INVITATION TO BID [ITB] **UNDER** **INTERNATIONAL COMPETITIVE BIDDING (ICB)**

Tender No. SunPetro/Gujarat/Logging/2026-27/SPPL-297

Subject: Hiring of Logging & Perforation Services for Gujarat Fields.

Dear Sir / Madam,

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

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

ENVELOPE-A: Technical & Un-Priced Commercial Bid

ENVELOPE-B: Priced Commercial Bid

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

3.0 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Gujarat/Logging/2026-27/SPPL-297
2]	Title of Tender	Hiring of Logging & Perforation Services for Gujarat Fields.
3]	Brief Description of Work	Hiring of Logging & Perforation Services for Gujarat Fields on callout basis Refer Section-4 for detailed scope & Specification
4]	Location of Work	All Fields in Gujarat
5]	Type of work	Hiring of Logging & Perforation Services for Gujarat Fields.
6]	Type of Tender	Open Tender under International Competitive Bidding
7]	System Of Bidding	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
8]	Bid Validity	120 days

9]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-A in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled bank as listed at Annexure-9 for an amount as specified below (A) Amount: Indian Rupees: 15,00,000 OR USD: 20,000 (B) Validity : Bid validity + 30 days
10]	Last Date & Time for Seeking Clarification by Bidders	Within 15 days of date of NIT
11]	Date Of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder.
12]	Tender Closing / Submission Date & Time	06/07/2026 at 1500 Hrs IST
13]	Mobilization Period	Logging unit with crew, equipment and consumables shall be mobilized within 48 hours from the time of Call out notice. However, confirmation shall be sent 12 hrs in advance based on the progress of the drilling / work over rig
14]	General Terms & Conditions of Contract	As per Section-3
15]	Performance Bank Guarantee (PBG)	(A) Amount of PBG Indian bidder: INR (₹) @ 10% of estimated contract value (B) Validity of PBG: 3 years + 90 days
16]	Address of Tendering office / Bid Submission office / Correspondence	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8 th , 9 th & 10 th 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
17]	Emails for Correspondence	e-mail: saurav.chamoli@sunpetro.com CC: dheeraj.paroch@sunpetro.com ; scm.secretary@sunpetro.com ; siddarth.subramanian@sunpetro.com
18]	Mode of Tender submission	As specified at SECTION-2
19]	Date of Mobilization	As per SOW & Intimation from SunPetro
20]	Contract Validity	Primary term of this contract will be 3 years from the date of award with a provision to extend for 2(two) more year on same rate, terms and conditions.
21]	Terms & Conditions of Contract	As per Section-3 of this tender Document
22]	Concessional Custom Duty / GST	Against Essentially Certificate (EC) from DGH, if applicable (Bidder is responsible to refer relevant latest statutes, Rules /guidelines/circular regarding eligibility & applicability)
23]	Special Mention	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

24	<p>Alternate Submission Documents option of for Bid</p>	<p>Bidders alternatively can submit the bid over email as per following procedure.</p> <p>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: saurav.chamoli@sunpetro.com with cc to: Dheeraj.Paroch@sunpetro.com, scm.secretary@sunpetro.com; siddarth.subramanian@sunpetro.com</p> <p>2) <u>Email-2</u>: Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: saurav.chamoli@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com, scm.secretary@sunpetro.com; siddarth.subramanian@sunpetro.com</p> <p>3) <u>Email-3</u>: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: saurav.chamoli@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com, scm.secretary@sunpetro.com siddarth.subramanian@sunpetro.com</p> <p>Notes:</p> <ol style="list-style-type: none"> <i>Bidder is required to submit the hard copy of bid as per Sr No 7 above. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.</i> <i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i> <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>
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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-8) 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.

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

7.0 Award Strategy

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

8.0 Check List

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

9.0 Submission of Bids

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

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

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

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

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

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

Regards,

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

SECTION – 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATION CRITERIA

Refer BEC for details.

2.0 ISSUE OF BID DOCUMENT

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

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

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 ORIGIN OF GOODS AND SERVICES

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

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

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

5.0 COST OF BIDDING

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

6.0 CONTENT OF THE TENDER DOCUMENTS

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

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

7.0 AMENDMENT TO BIDDING DOCUMENTS

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

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

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

- 7.4 Bids from agent/ agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.
- 7.5 Bids submitted only by fax will summarily be rejected. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.
- 7.6 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.
- 7.7 Sun-Petro reserves the right to place repeat order for similar goods/services within a period of one year from the date of award of contract at the same rates, terms and conditions, subject to mutual acceptance by the Contractor
- 7.8 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

8.0 LANGUAGE AND SIGNING OF BID

- 8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering office, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English duly authenticated by local Chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 8.2 The Prices along with price related conditions shall be filled in the Price-Bid format available in the tender document.
- 8.3 Prices shall be quoted strictly as per the Price Schedule format provided in the Tender Document.
- 8.4 The bid proforma referred to above, if not attached in unpriced bid folder or if attached but not duly filled in, then bid shall be liable to be rejected.
- 8.5 The Bidders are advised in their own interest to ensure that all the Contract points brought out in the check list enclosed are complied with in their bid failing which the offer is liable to be rejected.
- 8.6 The bids can only be submitted in the name of the Bidder in whose name the Tender Document was issued by SunPetro or participation to tender submitted to SunPetro. The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 8.7 The bidder should indicate at the time of quoting against this tender their full Contract postal and telegraphic/telex addresses/e-mail and similar information in respect of their authorised agents in India, if any.
- 8.9 The bidder shall clearly indicate their legal constitution and the person digitally signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 8.10 The Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be submitted with unpriced bid. SUNPETRO may reject outright any bid not supported by adequate proof of the signatory's authority.

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

- 9.1 Advice to bidders for avoiding rejection of their offers:
SunPetro to finalise its procurement within a limited time schedule. Post bid clarifications

may be sought, if any, however it may not be feasible at all times for SunPetro to seek clarifications in respect of incomplete offers.

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

9.2 Pre-bid conference (PBC)

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

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

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

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

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

9.4 Post bid conference

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

For holding post Bid conference following process shall be followed:

- i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.
- ii) To address bidders' doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by SUNPETRO with bidders who seek to have the meeting on one-to-one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by SUNPETRO shall be discussed in post bid conference.
- iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by SUNPETRO that such bidder(s) has well understood the query of SUNPETRO.
- iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.
- (v) Bidders shall depute their competent employee(s) /authorised representative(s) for the post-Bid Conference.
- (vi) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.
- (vii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of its employee/(s)/authorised representative(s), who will attend post Bid Conference and that

person(s) only will be permitted to attend the post-bid conference.

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

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

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

- a) Proof of submission of Tender fee (if applicable)
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the SunPetro's satisfaction:
 - (i) that, in the case of a Bidder offering to supply works under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the works in India.
 - (ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract.
 - (iii) that, in the case of a Bidder not doing business within India, the Bidder is or will be, if awarded the Contract, represented by an Agent in India equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of the Contract and/or Technical Specifications; and
- c) Documentary evidence that the works and ancillary services to be supplied by the Bidder are eligible works and services and conform to the requirements of bidding documents.
 - (i) The documentary evidence of the eligibility of the works and services shall consist of a statement in the price schedule on the country of origin of the works and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.
 - (ii) The documentary evidence of conformity of the works and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - 1) A detailed description of essential technical and performance characteristics of the works.
 - 2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the works for a period of one year.
 - 3) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the works and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.
- d) Bid security /EMD / Bid Bond
- e) Back-up Authority Letter along with warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.
- f) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments.

- g) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.
- h) Bidding Document Acknowledgement Form
- i) Bid Submission Form
- j) Bid submission Agreement Form.
- k) Check List.
- l) Exceptions/Deviations Form
- m) Bidder's past supplies Form
- n) Form on Information on Bidder
- (o) Bidders should be registered under GST law and submit copy of valid registration certificate.

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

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

- (p) Copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder-when the Contract power of attorney is a special "Contract power of Attorney" relating to the specific tender of SUNPETRO only, However, SUNPETRO reserves right to seek original Contract power of Attorney (when the Contract power of attorney is a special "Contract power of Attorney " relating to the specific tender of SUNPETRO only) / notarized true copy (when Contract power of Attorney is a general Contract power of Attorney) at any time during the processing of tender and execution of contract.
- (q) Bidder shall be required to indicate SUNPETRO 's Vendor code in the bid. The bidders, who do not have SUNPETRO's Vendor code, will require to submit following documents for creation of vendor code:
 - I. Company/ Firm registration copy,
 - II. GST registration copy,
 - III. PAN detail copy
 - IV. Valid email ID, Contact No.
 - V. Complete Address
- (r) Blank Price Schedule format (duly signed as token of acceptance of Priced bid format)

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

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

11.2 Bid Prices

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

- 11.2.2 The bidders must quote the following information also in the Bidders Response sheet:
- i) The Port of Embarkation and Currency in which the Letter of Credit is to be opened / payment to be made.
 - ii) Gross weight and volume of each item.
- 11.2.3 FOB/C&F/CIF prices should be inclusive of Indian Agent's commission, if any, which should be indicated in the specified field. The Indian Agent's commission will be paid in non-convertible Indian currency.
- 11.2.4 Indian Bidders must quote firm FOR destination price by rail or road.
- 11.2.5 The terms ex- works, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 11.2.6 SUNPETRO reserves the right to place the order either on FOB or C&F/CIF basis or as per any other INCOTERMS.
- 11.2.7 Prices quoted by the bidder shall be firm and fixed during the entire period of contract and shall not be subject to escalation on any account.
- 11.2.8 **Offer for whole as well as reduced quantity**
Bidders must quote for the full quantity of works for each of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by SUNPETRO provides for evaluation of bids separately for such item or category or group of items.
- Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender). The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

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

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

11.3.1 For supply of works only:

- (i) All taxes and duties leviable on the Contractor's inputs and input services, including any variation, shall be to the Contractor's account and deemed to be included in the quoted price.
- (ii) GST applicable on the final supply of Goods and Services under this Contract shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail Input Tax Credit (ITC). Any

variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein

- (iii) Indian bidders while quoting, need to take into account all the GST input credit available to them and quote accordingly.
- (iv) Depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.

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

- (i) All taxes and duties leviable on the Contractor's inputs and input services shall be to the Contractor's account..
- (ii) GST applicable on the final supply of Goods and/or services shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail ITC. Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein
- (iii) Indian bidders while quoting need to take into account all the GST input credit available to them and quote accordingly.
- (iv) In respect of foreign bidders, depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.
- (v) For providing services in India, foreign bidder (not having GST registration in India) must obtain GST registration as "non-resident taxable person". Subject to provisions contained in the succeeding paragraphs, any variation in the rate of GST on supply of service portion after the closing date of tender shall be to SUNPETRO's account.
- (vi) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of works and/or services will be to the account of SUNPETRO. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of works and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- (vii) The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of works and/or services, as applicable at bidding stage.
- (viii) Wherever the scope of supply involves rendering of services like installation / commissioning, training, AMC etc. along with supply of works/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of works and/or services and accordingly quote GST on the cost of works and/or services as applicable.
- (ix) In case, the above information subsequently proves wrong, incorrect or misleading: -
 - a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. SUNPETRO shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

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

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

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

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

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

11.4 INCOME TAX LIABILITY

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

11.5 DISCOUNT

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

12.0 BID CURRENCIES

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

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

Currency once quoted will not be allowed to be changed

13. TERMS OF PAYMENT

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

14. MODE OF PAYMENT

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

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

15. NA

16. SAMPLES

16.1 NA

17.0 SPECIFICATIONS

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

18. NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

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

19. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate: -

- i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.

- ii) Details of manufacturing and testing facilities and quality control procedures available with them.
- iii) Number of qualified persons and total employees etc.
- iv) Details of latest Income Tax Clearance
- v) GST Registration.

20. DELIVERY TERMS:

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

21. VAGUE AND INDEFINITE EXPRESSIONS

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

22. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS

22.1 Bid must accompany all technical catalogues, drawings, data sheets and relevant technical documentation for all equipment and materials proposed.

23. PERIOD OF VALIDITY OF BIDS

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

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

24. BID SECURITY

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

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

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

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

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

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

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

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

OR

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

OR

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

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

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

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

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

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

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

24.8 Bid bond Format is attached as Annexure#2

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

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to SUNPETRO during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit / Performance Bond within 15 days from the date of issue of LOA/NOA.
- d) In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.

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

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

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

- i. Bidder(s) whose bid has been rejected and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.
- ii. Bidder(s) whose bid has been rejected on account of non-extension of bid validity and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.
- iii. TA/CA bidder(s) who are not in contention / reckoning for award of contract/Procurement Order after price bid opening.

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

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

25. Bidder should ensure to submit original documents in accordance with the bidding document
26. Bids submitted should be signed by authorised person only failing which the same shall be rejected.

27. SUBMISSION AND OPENING OF BIDS

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

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

27.2 The Bid should be submitted in sealed envelope prescribing Tender No, Closing Due date &Time and name &address of the Bidders addressed to Tendering office containing separately sealed following envelopes:

Envelope-A: Unpriced Techno-commercial Bid and
Envelope -B: Priced Commercial bid

28. LATE BIDS

Bidders are advised in their own interest to ensure that bid should reach well before the closing date and time of the bid. Late bids will not be considered.

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

29. Deadline for Submission of Bids

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

30. Splitting of work

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

31. Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI/LOA/Contract. Invoices shall be raised on approved milestones or stage completion as defined in the Contract. No payment will be due to the Contractor /Supplier prior to signing of the Contract.

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

32. Taxes, Duties and Approvals

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

33. MODIFICATION AND WITHDRAWAL OF BIDS

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

34. OPENING OF BIDS

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

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

34.3 The opening of Price bids and reverse Auction:

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

35.0 EVALUATION AND COMPARISON OF BIDS

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

35.2 CLARIFICATIONS OF BIDS

35.2.1 During evaluation of bids, Purchaser may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

36. UNSOLICITED TENDER MODIFICATIONS:

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

37. EXAMINATION OF BID

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

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

38.0 SPECIFICATIONS

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

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

39. CONVERSION TO SINGLE CURRENCY

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

40. Performance Bank Guarantee

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the estimated contract value within 15 days of issue of the LOI/LOA//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 LOA/LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier .

41. Change Orders & Rates: Company shall have the right to make changes, including additions to or deletions from the quantities originally ordered or in the specifications. A checklist for post award of work is placed at *Annexure # 11*. The quoted and finally negotiated rates shall be valid & firm from issue date of LOI/LOA up to the completion of the contract.

41.1 Company will issue written orders to Bidder for any change or extra work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will also be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication.

41.2 All changes in quantities / specifications will be performed at a mutually agreed delivery Schedule in the Contract period and price of such works shall be finalised / derived in terms and rates elsewhere in the Contract documents.

For any additional goods/service, not specified herein, but needed for operations, the Bidder shall be required to provide, on agreed time, these additional goods & services, at agreed cost or actual costs + 5% handling fees.

42. Mobilization Period/ Delivery Period/Completion Period

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

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

43. Installation & Commissioning

The Contractor shall be fully responsible for complete installation, testing, and commissioning of the Crude Oil Storage Tanks as per scope of work.

44. Bid Bond

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

45. Annexures

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

46. CONTACTING THE PURCHASER

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

47. AWARD CRITERIA.

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

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

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

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

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

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

50. **VARIATION IN QUANTITY**
SUNPETRO is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.
51. **NOTIFICATION OF AWARD**
- 51.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted.
- 51.2 The notification of award will constitute the formation of the contract.
- 51.3 Upon the successful bidder's furnishing performance security, pursuant to clause 40, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.
52. **SIGNING OF PROCUREMENT ORDER (CONTRACT)/CONTRACT**
- 52.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/ LOA / Procurement order in duplicate. The CONTRACT / contract against this tender will be governed in accordance with the General Terms & Conditions (G.T.C.).
- 52.2 The successful Bidder will return one copy of the Procurement order/contract/LOA duly signed on each page as token of confirmation/acceptance.
53. **PERFORMANCE SECURITY**
- 53.1 Within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the CONTRACT /contract, of the bidding documents, or another form acceptable to the Purchaser.
- 53.2 Failure of the successful Bidder to comply with the requirement of clause 48 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 53.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.
54. **SUBMISSION OF FORGED DOCUMENTS**
Bidders should note that SUNPETRO may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/CONTRACT execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, SUNPETRO shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.
- The bidder shall be required to give an undertaking on their letter head and duly signed by the signatory of the bid, that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by SUNPETRO at its sole discretion.
55. **Supply of Brand New Materials – Compliance and Rejection of Non-Conforming Goods**
All materials to be supplied under this Contract shall be brand new, unused, and of the latest make/model. The Contractor shall clearly mention the relevant part numbers, catalogue references, and technical specifications against each item in the Bill of Materials/Scope of Supply. This requirement forms an integral part of the Tender Document, and compliance thereto shall be mandatory. Any refurbished, used, reconditioned, or alternate materials not conforming to the specified requirements are liable to be rejected by the Company at the Contractor's cost, without any liability to the Company.

SECTION-3

MODEL CONTRACT

✓ **Preamble of the Contract**

✓ **General Conditions of the Contract (GCC)**

PREAMBLE OF THE CONTRACT

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

BY AND BETWEEN

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

AND

M/S _____, a company organised and existing under the laws of Indian and having its head office at _____ (Hereinafter referred to as “**Contractor**” or “_____”)

RECITALS

WHEREAS, Company desires to have certain Services of _____ 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 design, supply, perform and complete the Services and

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

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

This Contract witness that in consideration of the premises and the payment to be made by the Company to the Contractor provided for herein the Contractor shall supply all equipment and /or materials and execute and perform all Services / Supply strictly according to the SCOPE OF WORK/SERVICES (**Section-**) various provision in contract schedule and upon such supply, execution and performance of services to the satisfaction of the Company, the Company shall pay to the Contractor as per the price schedule (**Attached at Section-**) 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 / Special Terms and Conditions) -
- 3] Specifications and Scope of Work –
- 4] Responsibility Matrix –
- 5] BOQ / Price Schedule –
- 6] Provisional Acceptance Certificate -
- 7] Exception to Completion –
- 8] Final Acceptance Certificate -

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 : Contractor's Representative:

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

Sun Petrochemicals Pvt. Limited

(COMPANY)

(CONTRACTOR)

Signature:

Signature _____

Name:

Name:

Title:

Title:

In presence of witness

1)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise. "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.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.
- 3.1.6 "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section 8* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 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.
"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's Equipment" shall mean all the equipment(s), Logging unit, etc. along with logging tools, guns, 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*.
- 3.1.11 "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.

- 3.1.12 “Commencement Date” shall mean the date when the Contractor’s equipment / services are tested, rigged up and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.
- 3.1.13 “Completion Date” shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 3.1.14 "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.
- 3.1.15 “Company’s Equipment” shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.16 “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;
- 3.1.17 “Contract”, "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.18 “Daily Operation Report” shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 3.1.19 "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.
- 3.1.20 “Demobilization” shall mean the actual demobilization of contractor’s equipment and contractor’s personnel including disassembly, removal, and site clean up & restoration of all facilities assembled on site, repair of access roads to the full satisfaction of the Company. SunPetro, will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.21 “ Deviated / Directional Well” shall mean a Well drilled with the intention of being inclined from the vertical.
- 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 "Logging Unit" shall mean the mobile unit capable of carrying out logging and perforation services along with consumables as defined in the Scope of Work.

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

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

3.1.33 "PSC" shall mean the production-sharing contract entered into between the Government of India and SunPetro or its consortium.

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

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 SunPetro.

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

3.1.37 "SunPetro's 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 "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its contractors.

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

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

3.1.41 "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.

- 3.1.42 "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.
- 3.1.43 "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.
- 3.1.44 "Vertical Wells" shall mean a well drilled with the intention of maintaining the well bore as close as possible to 90° to the surface of the earth.
- 3.1.45 "Well" shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.46 "Well Depth" shall mean the depth (TVD / MD) of each Well as may be specified in SunPetro's Completion Programme, which SunPetro may amend from time to time.
- 3.1.47 "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by SunPetro.
- 3.1.48 "Wilful 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.
- 3.1.49 "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.
- 3.1.50 "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.
- 3.1.51 "Workover Rig / Rig" shall mean the Land mobile workover Rig engaged for Workover in connection with the Scope of Work at the Work Site and fit for the purpose.
- 3.1.54 "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.
- 3.1.55 "Call-Out" means the instruction(via email/letter) issued by SunPetro requiring the Contractor to mobilize personnel, equipment and consumables for execution of Services at a designated Work Site.

3.2 DURATION OF CONTRACT:

- 3.2.1 Primary term of this contract will be for 3 years from the date of award with a provision to extend the Contract for up to 2 (two) more years on the same rate, terms and conditions at the sole discretion of the Company by written notice to the Contractor.
- 3.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability:**
- Commencement Date: Date of Mobilization and successful rig-up at the designated Work Site, unless otherwise notified by the Company.
 - Completion Date of Contract: Expiry Date of Contract or completion of all pending Work Orders/Call-Outs issued prior to expiry, whichever is later.
 - Termination Date: Expiry of the Contract or earlier termination in accordance with the provisions

of this Contract.

3.3 Materials, Supplies, Equipment, Services And Personnel

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

3.3.1 Additional Services, Materials, Supplies and Equipment

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

3.3.2 The Company has full right to delete any item (s) / service(s) from the contract. The payment will be made only 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 with the Company equipment. The Company shall provide reasonable access to such equipment, subject to operational requirements, safety procedures and security restrictions.

3.4.2 Inspection of Contractor Equipment

Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost. Such inspection or acceptance by the Company shall not relieve the Contractor of any responsibility or liability under the Contract.

3.5 COMPANY'S WORK COMPLETION PROGRAMME

3.5.1 Work Programme

The Work / Completion Programme shall be specified by the Company for each work / services/supplies and may be revised by the Company from time to time depending upon operational requirements.

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 / services, as directed by Company and record and report the results of such checks to Company.

Contractor shall promptly notify the Company in writing of any circumstance likely to delay or adversely affect the Work Programme.

3.6 PERFORMANCE OF THE WORK/SERVICES/SUPPLIES

3.6.1 Conduct of Services /supplies

The Services shall be performed by Contractor in accordance with Good international petroleum industry practices(GIPIP). The Contractor shall be responsible for all interface issues, related to providing multiple services under the umbrella of Integrated Services as required as per scope of work / services / supplies.

3.6.2 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, competent & trained and shall, comply with the all Conditions set forth in scope of work /supplies. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of work/supplies shall constitute grounds for termination of this Contract.
- 3.6.3.3 Company shall have the right to ask contractor to change / replace its personnel for misbehaving / indiscipline during contract period. Contractor will replace person, within 5 working days without affecting the work progress and at no additional cost to the Company.

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.

The Contractor shall at all times maintain the validity of such approvals, permits, licences and authorisations throughout the Contract Period and shall promptly furnish copies thereof to the Company upon request.

Provident Fund Act:

The Contractor shall comply with all applicable provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the rules framed thereunder. The Contractor shall ensure timely deposit of employer's and employees' Provident Fund contributions and shall submit, upon request by the Company, copies of challans, electronic payment receipts, statutory returns and employee-wise contribution statements as evidence of compliance.

ESI Act:

The Contractor shall comply with all applicable provisions of the Employees' State Insurance Act, 1948 and the rules framed thereunder. The Contractor shall ensure timely payment of ESI contributions and shall submit, upon request by the Company, copies of challans, statutory returns and employee-wise contribution statements evidencing such compliance.

As per the Labour enactments:

The Contractor shall comply with all applicable labour laws, including but not limited to provisions relating to minimum wages, payment of wages, overtime, bonus, gratuity, leave encashment, retrenchment compensation, notice pay, social security benefits, working conditions, occupational health and safety and any other statutory obligations applicable to its personnel engaged under the Contract. The Contractor shall ensure that no dues remain payable to any of its personnel, including those who resign or whose services are terminated during the Contract Period.

Labour Welfare Cess:

All prices shall be deemed to be inclusive of all taxes including Labour welfare cess and all other applicable taxes, duties, levies and statutory charges, except GST/IGST, which shall be payable separately by the Company as applicable under the Contract. The Contractor shall deposit the applicable Labour Welfare Cess with the competent authority and shall furnish documentary evidence of such payment, duly certified by its authorised signatory or Chartered Accountant, whenever requested by the Company.

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.

The Company shall have the right to withhold payments due to the Contractor or recover any amounts incurred by the Company on account of the Contractor's non-compliance with statutory requirements until satisfactory evidence of compliance is provided.

Explosives and Radioactive Material Compliance:

The Contractor shall be solely responsible for obtaining, maintaining and renewing all licences, approvals and permissions required under the Explosives Act, Explosives Rules, Atomic Energy Act, AERB regulations and any other applicable statutory requirements governing the import, storage, transportation, handling and use of explosives and radioactive sources. Any suspension, cancellation or expiry of such approvals shall be immediately notified to the Company, and the Contractor shall bear all consequences arising therefrom without any liability to the Company.

3.7 TERMINATION BY COMPANY

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

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

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

Consequences of Termination:

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

B. Termination for events specified below:

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

- a) Makes a general assignment for the benefit of its creditors; or
- b) 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
- c) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- d) Is in breach of Applicable Law; or
- e) Otherwise breaches the provisions of the contract or part thereof; or

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

- g) Fails to provide uninterrupted services/performance 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 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. The liability of the contractor shall be limited 100% of contract value.

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.

Termination for non-performance or non-satisfactory performance

The Contractor shall perform the work in accordance with GIPIP and the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then Company shall issue a notice (“**Remedy Notice**”) to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Company may ask the Contractor to re-perform any of such services, at sole 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. The liability of the contractor shall be limited 100% of contract value.

Consequences of Termination:

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

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

3.7.3 Payment upon Termination to be confirmed

If the unpaid balance of the Contract Price exceeds the cost incurred by the Company on finishing the work as provided in the Contract, such excess shall be paid to Contractor upon completion of the Work. If the unpaid balance of the Contract Price is lower than the cost incurred by the

Company on finishing the work as provided in the Contract, the Contractor shall promptly pay the difference to the Company upon receipt from the Company of the certificate certifying the amount of such difference. Obligations arising under this article shall survive the termination of the contract.

3.7.4 **De-hiring:**

Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit programme, by giving five (5) days written notice to the Contractor and during this period applicable charges for equipment and personnel etc. shall not 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

- (a) During bid evaluation stage, Contractor shall also be evaluated on HSE. HSE evaluation shall be based on Contractor's response to the bid. Company may also conduct pre hire HSE audit of Contractor to assess their HSE capability. Such audit or evaluation shall not relieve the Contractor of any responsibility or liability under the Contract.
- (b) Contractor warrants that it shall perform all such services in a Good and Workmanlike Manner and as per the guidelines issued by 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.
- (c) The Contractor shall be solely responsible for the health, safety and welfare of its personnel and shall ensure compliance with all applicable statutory requirements, OISD standards, DGMS/OMR requirements, AERB regulations, PESO regulations and Good International Petroleum Industry Practices (GIPIP).
- (d) 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.
- (e) Contractor to provide Health, Safety & Welfare Policy Manual which should be aligned with Company's HSE Policy

3.8.1 **Safety**

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

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

3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractor's 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. Any inspection, audit,

review or observation by the Company shall not relieve the Contractor of its obligations, liabilities or responsibilities under this Contract.

- 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. The Company Representative shall also have the unrestricted authority to stop any activity or suspend any operation which, in the opinion of the Company, presents an imminent danger to personnel, property or the environment. No compensation or extension of time shall be payable to the Contractor for stoppage arising from the Contractor's HSE non-compliance.
- 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 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.
- 3.8.1.9 Contractor shall ensure PTW developed by Company and shall be followed.
- 3.8.1.10 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.
- 3.8.1.11 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.
- 3.8.1.12 The Contractor shall ensure that all personnel deployed under the Contract are free from the influence of alcohol, narcotic drugs or any other intoxicating substance while on duty or at Company premises. The Company reserves the right to remove any personnel found in violation of this requirement.
- 3.8.1.13 All accidents, incidents, near misses, dangerous occurrences and occupational illnesses shall be immediately reported to the Company Representative, with initial verbal notification forthwith and written preliminary report within twenty-four (24) hours followed by detailed investigation report within seven (7) days or such period as directed by the Company.
- 3.8.2 Environment**
- 3.8.2.1 Contractor hereby acknowledges Company's commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned commitment, Contractor shall perform the Services in an environmentally acceptable and safe manner consistent with GIPIP and shall ensure that its performance of the Services is properly monitored
- 3.8.2.2 Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.

- 3.8.2.3 Valid Pollution under control Certificate for Engine above 150 KVA
- 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. The Contractor shall be solely responsible for collection, storage, transportation and disposal of all waste generated from its activities in accordance with applicable environmental laws and Pollution Control Board requirements and shall maintain complete records thereof.
- 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:-
- employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage;
 - 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
 - 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. The Company reserves the right to verify such reports through audits or inspections and may require immediate corrective actions wherever deficiencies are observed.
- 3.8.4 HSE Non Compliance
If the Contractor fails to comply with any HSE requirement under the Contract or Applicable Law, the Company shall have the right to suspend the Work until such non-compliance is rectified to the satisfaction of the Company. Any delay, cost or consequence arising from such suspension shall be entirely to the Contractor's account, and the Contractor shall have no claim for extension of time, standby charges or additional compensation.

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 shall be referred to 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. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed Contract portion of his claims which are due under the Contract.
- 3.9.4 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 judicial confirmation of such award and judgment or order of enforcement, as the case may be.

3.10 **ENTIRE AGREEMENT/ WAIVERS**

- 3.10.1 This Contract sets forth the entire CONTRACT between Company and Contractor and 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.
No waiver by Company of any default or breach shall constitute or be deemed to constitute a waiver of any subsequent or continuing default or breach of the same or any other provision of this Contract.
- 3.10.3 None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
 - ii) Failure or delay to exercise any rights or remedies provided herein or by law,
 - iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
 - iv) Acceptance of or payment for any Service or review of any design, or
 - v) Warranty on the Equipment if sold to Company by the Contractor will continue upto the expiry of the warranty period even if the Contract is expired or terminated.

3.11 **LIQUIDATED DAMAGES**

3.11.1 **Liquidated damage**

If Contractor for any reason other than Force Majeure, fails to timely mobilize all the equipment (fit for purpose) and/or personnel with requisite experience at designated location/well site as per

the time schedule mentioned in the Contract or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, half percent (1/2%) for each week on pro rata basis of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total work order value. However, delay in mobilization will attract one percent (1%) per week of late mobilization on pro rata basis up to a maximum of Ten percent (10%) estimated work / annualized contract value.

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

- a. Terminate the Contractor or a portion or part of the Work thereof at any time during the term of the Contract and / or,
- b. Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- c. Get the Work done by any other contractor at the risk and cost of the Contractor and/or,
- d. Invoke bank guarantee or any other security provided by the Contractor and/or,

By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

3.11.2 **Liquidated damage (applicable when contract for only Supplies)**

If Contractor for any reason other than Force Majeure, fails to timely complete the supply (fit for purpose) as per the time schedule mentioned in the Contract or the extended date, Company may without prejudice to any other rights or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, one percent (1%) per week on pro-rata basis, for each delayed delivery of an independent item or delayed mobilization or delay in completion of work or any item of group which is required together, up to a maximum of Five percent (5%) of total contract value.

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

- (i) Terminate the Contractor or a portion or part of the Work thereof at any time during the term of the Contract and / or,
- (ii) Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- (iii) Get the supplies by any other contractor at the risk and cost of the Contractor and / or,
- (iv) 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.

3.11.3 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. The recovery of Liquidated Damages shall not limit the Company's right to recover any additional losses or damages to the extent permitted under Applicable Law where such losses exceed the Liquidated Damages recoverable under this Clause.

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

3.11.5 By way of abundant caution it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever. Further, any standby charges, mobilization charges, operating charges or any other claim attributable to such delay shall not be payable by the

Company.

- 3.11.6 The levy or recovery of Liquidated Damages shall not relieve the Contractor from its obligation to complete the Work or perform any remaining obligations under the Contract. Acceptance of delayed performance or recovery of Liquidated Damages by the Company shall not prejudice any other contractual or legal rights available to the Company, including the right to terminate the Contract and recover risk and cost.

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 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, 2017 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.

The Contractor shall also comply with all applicable OISD Standards, DGMS Guidelines, PESO Regulations, AERB requirements, Explosives Rules and all other Applicable Laws governing the performance of the Services.

3.15 **CONFIDENTIALITY**

“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 imposed.

3.16 **ASSIGNMENT AND SUBCONTRACTING**

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

- 3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor sub contracts part of the Contract to a sub-contractor, Contractor shall ensure that sub order's reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Contractors, the same shall be notified to the Company with in a period of one (1) month.
- 3.16.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also in no case sub-Contractors shall pass on any claim/ liability to Company. The Contractor shall remain solely responsible for the acts, omissions, defaults and negligence of its subcontractors as if they were its own.

3.17 **INVOICING AND PAYMENT**

- 3.17.1 Invoices shall be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.
- 3.17.2 Contractor shall invoice to Company for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Instructions)* i.e. 36(Thirty six) Months and 12 (Twelve) months extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.
The invoice should be submitted to Company only after having submitted the following documents at Mumbai, if applicable. The Contractor shall indemnify the Company at all times for the damages caused or losses incurred by the company due to non-compliance with the existing laws and regulations by the Contractor.
- 3.17.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims. Nor shall it prejudice the Company's right to reject defective Services or recover overpayments discovered subsequently.
- 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 tri-plicate with one original and two Copies (clearly marked "Original" or "Copy") once in each month and shall be forward

**Head – SCM & Commercial,
Sun Petrochemicals Pvt. Ltd.
8th, 9th & 10th Floor, ATL Corporate Park,
Opp. L&T Gate No.7, Sakivihar Road,
Powai- 400072, Mumbai,**

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 United States Dollars to the Foreign Bidders. The currency of price schedule shall not be allowed to be changed during the term of the Contract.

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

3.17.7 Audit

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

3.18 TAXES AND DUTIES

3.18.1 Taxes

All rates and the Contract Price shall be inclusive of all concessional Taxes & duties and such other payments as may be payable under any Applicable Laws (except service tax). Except as stated, Contractor shall bear all income, corporate, property, 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.**

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 endeavours 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 days of completion or termination of Services or accordance with applicable legislation, and shall be solely responsible for all customs formalities for importation and exportation of Contractors Equipment and materials at the port of entry or the port of exportation as the case may be.

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

3.18.5 **Change in Law**

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

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

3.19 **INSURANCE**

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

3.19.2 The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.

Contractors Insurances shall be primary to, and receive no contribution from Company

insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.

3.19.3 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless SunPetro, Joint Venture partners of SunPetro, the Government of India, their respective officers, directors employees, agents and other persons with whom Company may be associated (the COMPANY) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,
- b. Personal injury including death or disease to any person employed by the contractor arising from or relating to the performance of the Contract.

3.19.4 Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)

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

3.19.5 The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured. 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. Such insurance shall include coverage during inland transit, loading, unloading, storage, mobilization, demobilization and while deployed at the Work Site.
6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.
7. The Contractor shall maintain insurance covering loss, theft, damage or liability arising from the storage, transportation and use of explosives and radioactive sources in accordance with Applicable Law and industry practice.

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. No loss or damage to Contractor's equipment shall relieve the Contractor from timely performance of its obligations under the Contract.
- 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. The Contractor shall ensure that all insurers waive rights of recovery against the Company Group to the extent permitted under the relevant insurance policies.

3.20 CONTRACTOR'S OBLIGATIONS AND WARRANTIES

- 3.20.1 The general allocation of responsibilities between Company and Contractor are set out in responsibility matrix and other clauses mentioned in this documents and the Exhibits.
- 3.20.2 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor warrants that it is aware of the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract. Contractor further warrants that all Services shall be performed with due skill, care and diligence and in accordance with Good International Petroleum Industry Practices (GIPIP), Applicable Laws and the requirements of this Contract.
- 3.20.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody. Contractor shall also be solely responsible for safeguarding explosives, detonators, radioactive sources and other hazardous materials in its custody and shall comply with all statutory requirements relating thereto.
- 3.20.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the performance of the Work.
- 3.20.6 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 SunPetro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.
- 3.20.8 SunPetro shall be entitled, without prejudice to any other rights or remedies available to SunPetro

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

3.20.9 **Permits and Instructions**

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

3.21 **FORCE MAJEURE**

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

- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labour, inefficiencies or similar occurrences;
- 3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.21.1.5 Non-conformance by Sub-contractors;
- 3.21.1.6 Financial distress of Contractor or any Sub-contractor
- 3.21.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Contractor.

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. However, during the initial 72 hours of force majeure period, bidder shall be paid at 1/3 (one third) of the applicable standby rate and thereafter shall be paid at 0 (zero) rate. During the period of zero rate, bidder shall be reimbursed for fuel charges on actuals.

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

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

3.22 **WARRANTIES AND REMEDIES**

- 3.22.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.
- 3.22.2 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 3.22.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.
- 3.22.4 Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. Company shall provide boarding and lodging to the Contractor's personnel while at the work.
- 3.22.5 Day-rates or compensation of whatsoever nature shall not apply to time when the Contractor's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 3.22.6 If Contractor shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Company thereby, shall, together with an additional five per cent (5%) of such costs

and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws

- 3.22.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.22.8 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.22.9 Contractor shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

3.23 **LIENS**

Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold Company harmless from and shall keep Company's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Company may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Company shall have the right to retain out of any payment to be made to, or to be reimbursed to, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

3.24 **INDEMNITY AND LIABILITIES**

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

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

3.24.2 **Liability for Radioactive sources**

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

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

3.24.3 NA

3.24.4 **Consequential Damage**

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

3.24.5 The Contractor shall indemnify and hold Company harmless from and against any claim, action, suit, proceeding, loss, liability, damage or expense (including, without limitation, reasonable attorney's fees), directly or indirectly arising from or related to:

- (a) any breach by Contractor of any of its representations, warranties, covenants, or obligations pursuant to this Contract.
- (b) negligent or wrongful acts of a Contractor;
- (c) Breach of Applicable Laws by the Contractor /Contractor Group;
- (d) Intellectual Property and Confidentiality breach
- (e) violation of HSE requirements;
- (f) violation of Explosives Act, Atomic Energy Act, AERB Regulations or PESO requirements;
- (g) pollution, contamination or environmental damage caused by Contractor Group;
- (h) claims by Contractor's employees, subcontractors or statutory authorities arising from Contractor's acts or omissions.

3.24.6 **Certain Restrictions on Indemnities**

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

3.25 **PERFORMANCE BANK GUARANTEE**

Within thirty (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, SunPetro reserves the right to cancel the award of LOI / LOA/Contract.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor by virtue of this Contract and are not intended to be used as a penalty. Without prejudice to it's other rights under the Contract or at law, Company shall be entitled to

forfeit the performance bond, should the Contractor fail to perform the Services in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract / Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

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

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

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

3.26 SEVERABILITY

If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

3.27 NON-EXCLUSIVE CONTRACT

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

3.28 EXPORT CONTROLS

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

3.29. SPECIAL CONDITION OF THE CONTRACT (SCC)

3.29.1 The job is to be performed in oil & gas installation, therefore, contractor to ensure all safety precautions as per Oil Mines Regulation Act but not limited to followings:

- i. Contractor to perform the work under valid work Permit only.
- ii. All material supplied & used at site shall have valid Material Test Certificates from accredited lab/ Test agency / TPI.
- iii. Contractor shall deploy persons who are medically fit & furnish physical Fitness certificate from authorized Medical practitioner.
- iv. Contractor to ensure use of proper PPE, HC detector etc. as per requirement of work
- v. Vessel Entry Permits to be taken before entering into any Vessel
- vi. Contractor to ensure Oxy Acetylene Cylinder Test Certificate, Hose & Gas cutter Test certificates etc. for undertaking fabrication of work.
- vii. Contractor to ensure Welding Generator Electrical Test Certificates, Cables Test Certificate are available before undertaking work.
- viii. All material handling equipment shall have valid load test certificates.
- ix. Contractor to ensure transfer of Hazardous Waste / Waste generated during work to earmarked storage place for further disposal by self.
- x. Contractor to ensure Earth moving / lifting Equipment etc. are deployed have valid certification.

- xi. Bidder shall provide adequate First Aid Kit at site. At least one personnel in Contractor's team shall have proper First Aid Training. Certification for the same shall be provided.
- xii. Contractor shall have tie up with nearby hospitals in case medical evacuation is required.
- xiii. The Contractor is responsible for implementing any regulations concerning the scope of work which are mandatory by Government of Gujarat and other statutory agencies.
- xiv. Contractor to note that the work may be carried out simultaneously along with the testing operations on the well & treatment of the reservoir etc. Hence, contractor shall exercise utmost care while executing the activities which are being done simultaneously along with other operations.
- xv. Damage of equipment, if any, during mobilization Commissioning & De-mobilization shall be on account of Contractor.

3.29.2 In the event, Unit(s)/Tool(s)/ equipment(s) duly inspected for deployment does not perform requisite intended initial job satisfactorily when put to actual field operations, following shall be applicable: -

For Unit –

Rental charges for the unit shall not be payable for the period starting from the time of joint statement till unit is rectified and starts giving satisfactory performance as demonstrated at site. Further, mobilization charge for the unit shall not be payable (or shall be recovered from the Contractor, if already paid) until the unit starts giving satisfactory performance.

For Tool –

Rental charges shall not be payable for the period starting from the time of joint statement till the tool is rectified / replaced and starts giving satisfactory performance in the first / second job. Non-payment of rental charges in such an eventuality as above shall be limited to a maximum period of three months.

If the second job is also un-successful, then rental charges of that tool(s) shall not be payable (or shall be recovered from the Contractor, if already paid) from the date of joint declaration till the tool is rectified/replaced subsequently and starts giving satisfactory performance.

Further, mobilization charge shall not be payable (or shall be recovered from the Contractor, if already paid) until the tool starts giving satisfactory performance. In case, the CONTRACTOR is unable to demonstrate satisfactory performance of tool in first job, CORPORATION shall endeavour to make available another job/well to the CONTRACTOR as early as possible so as to enable the CONTRACTOR to demonstrate the satisfactory performance of tool(s).

3.29.3 Radioactive Sources and Explosives:

The Contractor shall be solely responsible for obtaining, maintaining and renewing all statutory licences, permits and approvals required for possession, transportation, storage, handling and use of radioactive sources, explosives, detonators, perforating charges and associated accessories under the Atomic Energy Act, AERB Regulations, Explosives Act, Explosives Rules, PESO requirements and any other Applicable Laws. Copies of such valid approvals shall be furnished to the Company upon request.

3.29.4 Responsibility for Explosives and Radioactive Sources:

The Contractor shall remain solely responsible for the safe custody, accounting, storage, transportation, deployment and retrieval of all radioactive sources and explosives supplied or brought by it until final demobilization from the Work Site.

3.29.5 Calibration Certificates

All logging tools, pressure gauges, sensors and measurement devices deployed under the Contract shall possess valid calibration certificates traceable to recognised standards. The Contractor shall furnish such certificates prior to deployment and thereafter whenever renewed during the Contract Period.

3.29.6 Backup Equipment

The Contractor shall maintain adequate backup tools, spares and critical consumables to minimise operational downtime. Failure of primary equipment shall not relieve the Contractor from timely performance of the Services.

3.29.7 Fishing Operations

Where any Contractor-owned tool, equipment or radioactive source is stuck or lost in the well due to reasons attributable to the Contractor, the Contractor shall promptly undertake retrieval or fishing operations at its own cost without any additional financial liability to the Company.

3.29.8 Defective Data

If any logging data, perforation record, interpretation report or other technical deliverable is found to be incomplete, erroneous or unusable due to Contractor's fault, the Contractor shall repeat the operation or reprocess the data at its own cost without any additional charge to the Company.

3.29.9 Mobilization Readiness

The Contractor shall ensure that all personnel, tools, explosives, radioactive sources, consumables and associated documentation required for mobilization are available and valid before dispatch to the Work Site. Any delay arising from non-readiness shall be solely to the Contractor's account.

SECTION-4

SCOPE OF WORK (SOW)

SCOPE OF WORK (SOW)

Logging and Perforation Services

Bidder has to provide Logging and Perforation Services on call out basis in Baola, Modhera, Hazira, Bhaskar or any other field in Gujarat, to meet the following requirements:

- a. Gamma Ray, Lateral Resistivity (Deep and Medium), Spherically focused Shallow log, Spontaneous Potential, Neutron, Density, Calliper and Dipole Sonic in 6" to 16" open hole.
- b. Formation Tester with sampler, Resistivity Imager, Nuclear Magnetic Resonance, Production logging, Reservoir Saturation log and Side wall core in 6" to 16" open hole.
- c. Conventional Perforation in 9 5/8", 7" and 5 1/2" casing, using the 4 1/2", and 3 3/8" HSC guns with 6/5/4 spf RDX/HMX deep penetrating charges. Service provider to make its own arrangement for explosives, detonators, prima cord, gun carriers, consumables, CCL or any other tools / item required for the successful completion of perforation jobs.
- d. Through tubing perforations using 2 1/8" and 1 11/16" gun in 9 5/8", 7" and 5 1/2" casing, using RDX/HMX deep penetrating charges. Service provider to make its own arrangement for explosives, detonators, prima cord, gun carriers, consumables, CCL or any other tools / item required for the successful completion of perforation jobs.
- e. Perforation for cement squeeze job in 9 5/8", 7" and 5 1/2" casing with 5 spm using RDX/HMX charges on call out basis.
- f. CBL-VDL-GR: Recording of cement bond log in 9 5/8", 7" and 5 1/2" casing.
- g. Cement Channel Analyser for mapping of channels and their orientations in 9 5/8", 7" and 5 1/2" casing.
- h. Setting of Bridge Plug in 9 5/8", 7" and 5 1/2" casing. Bridge plug setting tool and required explosive is to be managed by the service provider.
- i. Setting of Cement Retainer in 9 5/8", 7" and 5 1/2" casing. Cement Retainer setting tool and required explosive is to be managed by the service provider.

General Conditions & Deliverables:

1. The BIDDER shall arrange at his cost customs clearance of the units, tools, equipment, spares, consumables, accessories and explosives, etc., imported for providing the services under the CONTRACT for maintenance and operations of the equipment throughout the duration of the CONTRACT.
2. The BIDDER will be responsible for timely re-export of the units, tools, equipment, spares, consumables, accessories, etc. and timely lodging and settlement of duty drawback claims, if any, as per the provisions of this contract. However, SunPetro will provide assistance in this regard to the extent of issuance of Essentiality Certificate by DGH.
3. BIDDER should possess a valid Importer/Exporter Code so that he can Import/Export the material in his name. All imports of Units, Tools, Equipment, Spares, Consumables, Accessories and Explosives etc. and re-exports thereof shall be in the name of BIDDER. All formalities for Customs Clearance at the time of import including the signing of all relevant Customs documents will be arranged by the BIDDER. The BIDDER should also possess valid import documents for the units, tools, accessories and equipment imported earlier and available in India for re-deployment against the CONTRACT which would be produced for verification at the time of mobilization.
4. At the time of applying for EC the BIDDER shall furnish an undertaking on non-judicial stamp paper similar to that being furnished by SunPetro to Customs of suitable amount to avoid any misuse of spares, equipment and consumables imported by the BIDDER against EC and to indemnify SunPetro from any punitive action against SunPetro by any Authority for any violation or default by BIDDER and SunPetro ON becoming party to such irregularity and becoming liable to pay Customs duty, fine and penalty in future. BIDDER shall also furnish a certificate to the SunPetro regarding consumption of such items in those areas for which EC has been obtained as and when such items are consumed on a quarterly basis.
5. The BIDDER agrees to keep SunPetro indemnified for any costs & liabilities incurred by it as a result of its executing any document for customs clearance.

6. All imports and import clearance under the contract shall be done by the Bidder and SunPetro will not provide any assistance in this regard except to the extent support required for issuance of Essentiality Certificate from DGH as above.
7. In case units/equipment/tools to be deployed against this CONTRACT are available in India which were imported in the name of SunPetro (or another client of the BIDDER) against previous contract(s), it is the responsibility of the BIDDER to get the items transferred in the name of the BIDDER and arrange customs clearance for their overstay for this CONTRACT. All required customs formalities (filing of IGM, identification on 100% examination of goods and as per New EXIM Policy 2015-2020 on submission of re-export bond etc.) would be complied with for imports and the BIDDER would be responsible for having complied with all customs formalities.
8. Bidder has to make own arrangement for the Import of Explosive at their own license and at their own cost. SunPetro will provide the required EC for the purpose of custom duty exemption. The BIDDER shall also comply with the requirement and stipulation as per the Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the chief Controller of Explosives, Nagpur, India, from time to time.
9. Bidder has to store explosive at their/ hired explosive storage area at their own cost.
10. Bidder shall transport explosive to SunPetro designated site in safe manner at their own cost.
11. Damaged explosives shall be liquidated by the BIDDER in consultation with SunPetro following the provisions of Explosives Act. Cost of liquidation of damaged/broken explosives shall be to the BIDDER'S account. Unused explosives shall be carried forward to the next contract, if any.
12. Bidder has to make own arrangement for the Import of Radio Active Material at their own license and at their own cost. SunPetro will provide the required EC for the purpose of custom duty. BIDDER will obtain necessary licenses for storage of radio Active sources/materials for providing the services. However, SunPetro shall provide necessary assistance in the form of recommendatory letters for availing licenses/permissions. BIDDER shall comply with the relevant sections of the Atomic Energy Act, 1962; Radiation Protection Rules, 1971, Atomic Energy Safe Disposal Rules, 1987 and all such statutory regulations as may be imposed by the Atomic Energy Regulatory Board, in respect of all operations pertaining to the handling of Radio Active Sources and storage and transportation of the same.
13. Bidder has to store Radio Active Material at their/ hired storage facility at their own cost.
14. Bidder shall transport Radio Active Material to SunPetro designated site in safe manner at their own cost and will take care of all liabilities in case of any unwanted incident.
15. Bidder shall submit to the SunPetro half yearly status reports in respect of all the radioactive sources and quarterly status reports in respect of all the explosives imported and utilised by them during that period. The statement will be verified and retained by the SunPetro. The BIDDER shall provide to the SunPetro all facilities for verification and inspection of stocks as and when required. Further, Bidder should also submit monthly status of deployment of units and tools covered under this Contract along with their location.
16. The BIDDER shall be the owner of its Units, Equipment, tools, spares, consumables etc. responsible for its Crew deployed/employed for the purpose of providing services under this CONTRACT.
17. SunPetro hereby acknowledges that the equipment and tools to be provided and used under the Contract shall be at all times, handled and manned and owned by the Bidder. SunPetro shall not be entitled to use/operate any of the Bidder's Equipment for providing Services under the Contract.
18. All the Operations shall be performed by the BIDDER in accordance with the provisions under this CONTRACT, under Bidder's overall supervision and control
19. 50 meter of repeat log to be recorded as quality check for all logs and the same has to be provided with the below deliverables
20. Latest Environment Correction Charts for the different types of logs used in log analysis must be provided by Bidder. Also the BIDDER will make available the Environmental Correction Charts in hardcopy and as software installable on different systems if requested. The Environmental Correction Software should be available in BIDDER'S Data Services Centres.
21. Two hard copies of wellsite logs, 1:200 and 1:500 scale to be provided
22. Two soft copies (DVDs/Pen drive) of logs, 1:200 and 1:500 scale to be provided at well site just after the logging / perforation operation
23. Five hard copies of final logs, 1:200 and 1:500 scale to be provided at office in Mumbai

24. Five soft copies (DVDs/Pen drive) of final logs, 1:200 and 1:500 scale to be provided at office in Mumbai.
25. BIDDER will maintain at least one centre for Data Processing and Interpretation in India at no cost to the SunPetro during the contract period. These centres must have facilities and capabilities of log data processing for tools under this contract. Such data processing facilities shall be available to the SunPetro to process well logging data acquired under the provisions of this CONTRACT.
26. Initial Tool calibration reports at the time of Unit mobilisation and subsequently after six months should be provided to SunPetro.
27. Logging unit with crew, equipment and consumables shall be mobilised within 48 hours from the time of Call out notice. However, confirmation shall be sent 12 hrs in advance based on the progress of the drilling / work over rig. Further, Company shall send DPR on regular basis.
28. Logging unit time for the purpose of day rate will be calculated from the time it arrives at Drill site and leaves from the drill site. After completion of one day additional time taken will be counted on prorated basis.

TECHNICAL SPECIFICATIONS

Logging Tools Specifications

Bidder should take note of the specifications mentioned against each item and should quote accordingly.

Logging and Perforation Services

Contractor has to provide Logging and Perforation Services in onshore blocks namely Baola, Modhera, Hazira, Bhaskar or any other block of SunPetro in Gujarat, to meet the following requirements:

- (i) Truck mounted logging unit in good condition with total redundancy in surface system for data acquisition that includes tool modules also.
- (ii) Tools/ equipment deployed shall be of the latest version/ technology so that the project can be completed in the shortest possible time and execution of the job shall be of state-of-the-art technology.
- (iii) Gamma Ray, High resolution Lateral Resistivity (minimum 4 different depth of investigation), Spontaneous Potential, Combo tool (having Spherically focused Shallow log, Neutron, Density), Power or mechanical six Caliper and Dipole Sonic in 6" to 16" open hole.
- (iv) Formation Tester with GR and sampler, Resistivity Imager, Nuclear Magnetic Resonance, 3D resistivity, Production logging, Reservoir Saturation log and Side wall core in 6" to 16" open hole on call out basis.
- (v) VSP services for vertical, and offset profiling on call out basis.
- (vi) Conventional Perforation in 9 5/8", 7" and 5 1/2" casing, using the 4 1/2" and 3 3/8" HSC guns with 6/5/4 spf RDX/HMX deep penetrating charges. Service provider to make its own arrangement for explosives, detonators, prima cord, gun carriers, consumables, CCL or any other tools / item required for the successful completion of perforation jobs.
- (vii) Through tubing perforations using 2-1/8", 2" and 1-11/16" gun in 9-5/8", 7" and 5 1/2" casing through 2-7/8" and 3-1/2" tubing, using RDX/HMX deep penetrating charges. Service provider to make its own arrangement for explosives, detonators, prima cord, gun carriers, consumables, CCL, pressure control equipment of 5000 psi or any other tools / item required for the successful completion of perforation jobs.
- (viii) Tubing Conveyed Perforation in 5-1/2", 7" and 9-5/8" casings.
- (ix) Perforation for cement squeeze job in 9-5/8", 7" and 5-1/2" casing with 5 spm using RDX/HMX charges on call out basis.
- (x) CBL-VDL-GR: Recording of cement bond log in 9-5/8", 7" and 5-1/2" casing.
- (xi) Cement Channel Analyser for mapping of channels and their orientations in 9-5/8", 7" and 5-1/2" casing.

- (xii) Setting of Bridge Plug in 9-5/8", 7" and 5-1/2" casing. Bridge plug setting tool and required explosive is to be managed by the service provider.
- (xiii) Setting of Cement Retainer in 9-5/8", 7" and 5-1/2" casing. Cement Retainer setting tool and required explosive is to be managed by the service provider.
- (xiv) Tubing and casing cutter jobs in in 9-5/8", 7" and 5-1/2" casing.
- (xv) All down hole tools and other assemblies should have temperature and pressure rating as mentioned in the specifications of the individual items and should perform in environment specified in the Scope of Work. However, the tools/equipment may be used up to rated temperature & pressure rating of the Contractor's tool(s)/ equipment at no additional cost to SunPetro.
- (xvi) Sampling Rate / Speeds of data acquisition:
 - a. For all services other than imaging services:
 - b. Min. Sampling rate for standard resolution runs 2 Samples/ft
 - c. Min. Sampling rate for standard resolution runs 4 Samples/ft for Micro Resistivity Measurement
 - d. Min. Sampling rate for high resolution runs 10 Samples/ft
 - e. For imaging services, Min. Sampling rate for standard resolution runs 120 Samples/ft for electrical imaging
- (xvii) Contractors to give the max. logging speed for each tool for
- (xviii) Standard Sampling rate of 2 Samples/ft & 2ft resolution and
- (xix) High Sampling rate of 10 samples/ft
- (xx) All possible open hole/cased hole combinations are to be provided.
- (xxi) Contractor must keep the necessary fishing tools/kits for carrying out fishing operations for their down hole tools.
- (xxii) Contractor must keep the necessary cable splicing kit/spare cables to repair/replace the cable as and when required

Sl. No.	Name of Tools	Tools Specification
1	Truck Mounted Logging Unit	<p>The Logging unit should be heavy duty truck mounted /skid mounted on truck with State-of-the-art Surface system and should have latest version of surface recording system to meet onshore safety and operational requirements.</p> <p>Unit should have capacity to do open hole cased-hole wire line and perforation up to well depth of 4000 meters in vertical / deviated wells for the given scope of work.</p> <p>Bidder is to mention the name / Code of the offered unit</p> <p>Logging Unit should have Emergency lights, well head potentiometer for perforating safely, automatic tension safety meter to avoid accidental weak point breakage, air-conditioned cabin etc.</p> <p>capable of running all the wire line logging & perforation tools/services available with the Bidder.</p> <p>The Logging Cabin should also have seating place for the witness attending Logging Job.</p> <p>One set of fishing kit for fishing of down-hole tools for cut and thread and open end fishing.</p> <p>GR, CCL/ TCL, dummy and sinker bar assemblies for depth determination runs in liners/casings through tubing and perforations, puncture and cutting jobs etc..</p> <p>Directional device for measuring deviation & azimuth (in open hole only)_with wireline & pipe conveyed down-hole runs.</p>

	Down-hole device with wire-line assemblies for measuring temperature & tension.
	Required bridle/ stringers with weak point breaking system (electrical/mechanical)
	All other miscellaneous requirements for carriage of tools, explosives, radioactive sources etc. required to perform jobs as per scope of work.
	Junk baskets with gauge rings suitable for 5 1/2", 7" & 9 5/8" liner/casings
	Latest version reel & frame assembly along with other associated mechanical, hydraulic and cable depth measuring system.
	CABLE
	The cable should be new or in very good condition without any splice at the time of initial deployment capable to carry out all types of logging and perforation jobs as per scope of work.
	Dual Drum / Split drum for hepta cable & Mono cable operations or hepta cable drum with facility to add-on/replace with auxiliary drum for open hole and cased hole operations.
	SURFACE SYSTEM
	The Bidder's latest version surface system with color printer and DVD/DVD writer
	The system should have minimum redundancy for Central processor, Power Supply to Tools, Operating System Software, Software for Data Acquisition and System Diagnostic Software either in-built in the system or as separately provided on site for all the cased hole, open hole services, perforation & related completion services listed under Specification and Scope of Work.
	The unit should have test & diagnostic facility for troubleshooting and functional testing of entire logging unit prior to logging. For other subsystem redundancy is optional.
	Unit should have data compression features and security protection as per oil industry standards.
	Facilities to accurately measure mud, mud-cake and filtrate resistivity
	Data verification
	Change of data density
	Merging/splicing/depth correction
	TVD computation
	Generating plots or alternate presentations
	Generation of hard copy on paper, color prints, DVD/DVD for final product delivery.
	Emergency lights, well head potentiometer for perforating safely, automatic tension safety meter to avoid accidental weak point breakage, air-conditioned cabin, capable of running all the wire line logging & perforation tools/services available with the Bidder.
	Latest version reel & frame assembly along with other associated mechanical, hydraulic and cable depth measuring system.
	Unit Spooling system should be capable of close and high angle rig up.
	ACCESSORIES

		<p>The unit should have dedicated accessories and equipment such as: -</p> <p>One set of fishing kit for fishing of down-hole tools for cut and thread and open end fishing.</p> <p>GR, CCL/ TCL, dummy and sinker bar assemblies for depth determination runs in liners/casings through tubing and perforations, puncture and cutting jobs etc..</p> <p>Directional device for measuring deviation & azimuth (in open hole only) with wireline & pipe conveyed down-hole runs.</p> <p>Down-hole device with wire-line assemblies for measuring temperature & tension.</p> <p>Required bridle/ stringers with weak point breaking system (electrical/mechanical)</p> <p>All other miscellaneous requirements for carriage of tools, explosives, radioactive sources etc. required to perform jobs as per scope of work.</p> <p>Junk baskets with gauge rings suitable for 5 1/2", 7" & 9 5/8" liner/casings</p> <p>Wireline pressure control equipment (rated 5 KPSI) for production logging and other wireline services with each unit.</p>
Logging Tools Specifications		
2	Gamma Ray	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating: 300° F or more</p> <p>Pressure rating: 12000 PSI or more</p> <p>Suitable for hole sizes: 6" to 17 1/2" dia or more</p> <p>Total GR API Measurement Range: 0-1000 API</p> <p>Vertical resolution 2' or lower</p>
3	High Resolution Lateral Tool	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating: 300° F or more</p> <p>Pressure rating: 15000 PSI or more</p> <p>Suitable for hole sizes: 6" to 16 " dia or more</p> <p>Measurement Range: 1 to 2000 ohm-m Resistivity</p> <p>Vertical resolution: 1 ft</p> <p>Multiple depths of investigation (at least four)</p> <p>Depth matched and resolution aligned measurements using multiple frequencies</p> <p>Combinable with other logging tools</p> <p>Deliverables: Rt, RXO, DI (diameter of Invasion) on site using 1-D Inversion</p> <p>Post processing data Deliverable</p> <p>2D Inversion (true resistivity, flushed zone resistivity, and depth of investigation) of HRLA data or equivalent.</p>
4	Micro Resistivity (MSFL)	<p>Temperature rating : More than 300° F</p> <p>Pressure rating : 12000 PSI</p> <p>Suitable for hole sizes : 6" to 16" dia</p> <p>Invaded zone resistivity measurements with caliper</p> <p>Spherical or cylindrical Induced focusing</p> <p>Range : 0.2 – 2000 ohm-m</p> <p>Vertical resolution : 4"</p> <p>Caliper Accuracy : 0.25" for hole size 6" to 20"</p>

		Combinable with Latero Resistivity, Gamma Ray, Spontaneous Potential, Neutron, Density, Calliper & Dipole Sonic
5	Compact Combo Tool (COMBO)	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 6" to 12 ¼" dia or more
		Tool should consists of Gamma Ray, compensated Density, compensated Neutron Porosity porosity
		Should be combinable with HRLA, DLL, DIL and Dipole Sonic
		Length of COMBO around 20 mts.
		COMBO combined with resistivity (Induction or Latero) to provide primary open hole high resolution of 1 ft, speed corrected resistivity and nuclear measurements in real time in one run.
		Should provide borehole caliper, tool acceleration and borehole temperature
		Should provide Dual spacing neutron
		Should provide fully borehole compensated and speed corrected formation density with Photo-Electric Factor (PEF)
		Accessories to record down hole angle, azimuth, temperature, tool head tension, mud Resistivity and any other parameter if any for log quality control with HRLA in same run.
		MEASUREMENT RANGE
		Density: 1.0 gm/cc or less to 3 gm/cc or more
		Neutron: 0-60 pu (limestone scale)
		GR: 0-500 API
WELL SITE PRODUCTS		
TVD logs, Environment corrected Neutron, Density, FEP, Caliper		
6	Power or Mechanical six arm Caliper Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 5" to 20" dia or more
		Curves to be recorded: Hole Radius, diameters and volume computation
		Vertical resolution: 6"
		Accuracy: 3 % or ± 0.1 in, whichever the greater of radius reading with standard arm and tool centered in the caliper open position.
		Fully combinable with a range of tools
		Independent setting force on each arm for centering and eccentering applications.
		Have the capability to run in hole with caliper arms fully open
		Record caliper data while running in hole for logs corrections
		To center tools while running in hole and guide them away from washouts and caves.
		Caliper extensions could be configured according to Hole size
7	Cement Bond Evaluation Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more

		Pressure rating: 15000 PSI or more
		Suitable for 12 1/4", 9 5/8", 7" and 5 1/2" liners/casings
		MEASUREMENT AND RANGE
		Acoustic amplitude 0-100mv (3 ft T-R spacing)
		VDL 200-1200 micro-sec (5 ft T-R spacing)
		CCL
		Travel time (3 ft T-R spacing)
		Radial profiling /Azimuthal mapping
		Post processing data Deliverable
		Playback for data repair/re-computation
8	Cement Channel Analyser Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for 9 5/8", 7" and 5 1/2" liners/casings liners/casings with high deviation up to 70°
		360° evaluation of cement bonding with casings / liners, using Ultrasonic rotating head
		Identification of Cement Channels or voids of width 1.25 inch or more
		Orientation of Cement voids or channels
		Should have self-calibration system. Free pipe zone should not be an essential condition for calibration of tool response. However free pipe response should be recorded where ever available.
		Real time color presentations of impedance images
		Should be able to run in casing corrosion mode
		Post processing data Deliverable: Playback for data repair/re-computation
9	Dynamic Formation Tester Tool with GR (Modular)	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 6" to 12 1/4" dia or more
		Single probe with resistivity-based / density based fluid analyzer (SP-RFA)
		Pump out (PO), with ability to control the flow rate down hole while sampling
		Formation & mud pressures with quartz & strain gauges
		Any number of pressure tests in one run and provision for 3 samples
		Provision for Mud pressure v/s depth & formation pressure v/s time plots of individual tests
		Fluid identification mechanism to distinguish between oil/gas and water
		Online temperature correction to pressure gauges readings
		14.7 PSI -15 KPSI with resolution of 0.01 PSI or better and accuracy +/- 4.0 PSI at full scale
		Multi samples PVT sampling module with at least 3 PVT bottles (MS-PVT)
		At least three 450 C.C. (or more) PVT quality samples and one using normal sample chamber of 1 gal or more capacity in single run

		<p>Tool and sample chamber should be H₂S resistant</p> <p>Each tool set should include 6 PVT sample bottles. The bottles should be certified by competent authorities for transportation by passenger Aircraft and Helicopter.</p> <p>Post processing data Deliverable</p> <p>Single-probe/packer pretest analysis</p> <p>Interpretation of DFTS pressure test per test including advanced permeability studies</p> <p>Detailed P* Modeling (modeled undisturbed formation pressures) computation by identifying flow regimes and using pressure derivatives versus delta-time plots including geo-mechanically stress test interpretation and advanced single probe pretest analysis.</p> <p>Fluid gradient identification</p> <p>Different types and sizes of probes are to be provided as per technical requirement to make DFTS jobs successful</p>
10	Dual Packer Module of – Formation Tester- 350° F	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Inflatable Dual Packer (Straddle packer) module with the following ratings:</p> <p>Temperature rating: 325° F or more</p> <p>Pressure rating: 15000 PSI or more</p> <p>Suitable for hole sizes: 8 1/2" to 12 1/4" dia or more</p> <p>POST PROCESSED DATA AND ADDITIONAL SERVICES</p> <p>DFTS Dual Packer pre-test interpretation</p> <p>Real-Time Monitoring of jobs by Domain Expert</p>
11	Insitu Fluid Analyser Module of Formation tester	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating : 347° F or more</p> <p>Pressure rating : 20000 PSI or more</p> <p>Suitable for hole sizes : 6" to 14 1/4" dia or more</p> <p>Real-time accurate quantitative fluids measurements and density down hole at reservoir conditions</p> <p>Quantitative hydrocarbon composition (C1, C2, C3-C5, and C6)</p> <p>Quantitative GOR measurement, Live-oil density, CO₂, pH of water (aquifer, connate, injection, or water-based mud filtrate)</p> <p>Reservoir fluid colour, free gas detection, down hole fluorescence</p> <p>Flow line pressure and temperature, resistivity of reservoir water, oil-based mud filtrate contamination</p> <p>Down hole "Grating Spectrometer" which quantifies the fluid data and provides distribution of fluid properties across the reservoir</p> <p>Density measurement range 0.05 to 1.2 g/cc</p> <p>Density measurement resolution: 0.001</p> <p>Live real-time fluid analysis</p> <p>Real-Time Monitoring of Jobs by Domain Expert</p>
12	Gamma Ray Spectrometry Tool	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating: 300° F or more</p> <p>Pressure rating: 15000 PSI or more</p> <p>Suitable for hole sizes: 6" to 17 1/2" dia or more</p> <p>Total GR: 0-1500 API</p> <p>U, Th and K measurement separately</p>

		Vertical resolution 2' or better
		Quality check to be furnished
		Combinable with Resistivity Tool, COMBO, Sonic Tool and Resistivity Imager Tool
		Post-processed data: Environmentally corrected data with U, Th and K counts and their ratios
		Playback for data repair/re-computation
13	Dipole Sonic Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 6" to 17 ½" dia or more
		MEASUREMENT RANGE
		Delta T Shear 80 micro sec/ft to 1000 micro sec/ft
		Delta T Stoneley from 80 microsec/ft to 1000 microsec/ft
		Delta T Compressional from 40 microsec/ft to 250 microsec/ft
		ACOUSTIC BAND WIDTH
		For Monopole: (Lower Frequency Limit - LFL-M): LFL-M ≤ 2.0 kHz
		For Monopole: (Upper Frequency Limit - UFL-M): UFL-M ≥ 10.0 KHz
		For Dipole: (Lower Frequency Limit - LFL-D): LFL-D ≤ 1.0 KHz
		For Dipole: (Upper Frequency Limit - UFL-D): UFL-D ≥ 5.0 KHz
		OTHER FEATURES
		Minimum 2 sets of orthogonal Dipole transmitters
		Shear, Compressional & Stoneley wave forms
		Two dipole measurements for redundancy
		Measurement to compute absolute value of effective permeability from Stoneley
		Logging speed in cross-dipole mode of operation should be at least 1650 ft/hr or more.
		Should be combinable with Resistivity Tool & COMBO-C
		WELL SITE PRODUCTS
		Raw waveforms of Shear, Compressional & Stoneley. Shear, Compressional & Stoneley Slowness with integrated travel times, Vp/Vs, Poisson's ratio, Coherence plot of waveform & TVD log
		Post processing data Deliverable
		Shear, Compressional & Stoneley Slowness with integrated travel times, Vp/Vs, Poisson's ratio, Coherence plot of waveform, Permeability from Stoneley, Stress Analysis & Dipole Shear anisotropy.
14	Full Bore Resistivity Imager Tool	Bidder is to mention the name / Code of the offered resistivity-based tool and should be suitable for hole sizes: 6" to 16" dia or more
		Temperature rating: 300 ° F or more
		Pressure rating: 15000 PSI or more
		At least 67% coverage in 8 ½" hole, in single pass
		Should have a resolution of 0.2" both vertical and azimuthal to pick stratigraphic dips.

		Speed correction feature
		Raw micro Resistivity measurement with deviation, caliper and Gamma ray data for post processing.
		Facility for dead button correction
		Each caliper arm should have independent electronics.
		Should be combinable (for Offshore) with other logging tools
		WELL SITE PRODUCT
		Color image of static image processing
		Computed Mean Square Dip (well site/ post processed data) and TVD log
		Post processing data Deliverable
		Interactive dip picking & feature interpretation to perform advanced geological interpretation and provide dip and azimuth for different beds
		Fracture analysis, fracture aperture analysis, fracture density, fracture porosity curves and fracture dips in plots.
		Computed Mean Square Dip (well site/ post processed data)
		Image processing, static and dynamic (normalized and enhanced images with 1 m sliding depth windows in 1:20 scale).
		Texture characterization and heterogeneity analysis
15	3D Resistivity	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 20000 PSI or more
		Suitable for hole sizes: 6" to 14" dia or more
		CURVES TO BE RECORDED
		Anisotropy Index at one or more depth of investigation.
		True Vertical Resistivity "Rv" (borehole corrected) at one or more depth of investigation.
		True Horizontal Resistivity "Rh" (borehole corrected) at one or more depth of investigation.
		Measurement of all 9 components of resistivity in 3 axis transmitters to receiver signal
		Spontaneous potential measurement
		Dip & Azimuth measurement
		Tool should have provision for mud Resistivity sensor for borehole correction.
		Tool should provide above output stand alone or in combination, but no additional charges will be paid for additional tool.
		COMBINABILITY
		Should be combinable with COMBO
		Post processing data Deliverable
		All Answer products relevant to Acquisition Mode, including Rtv & Rth computation, Laminated Sand Analysis, Reservoir delineation.
16	Elemental Capture Spectroscopy Log	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 6" to 17 ½" dia or more

		<p>Essential features: Concentration of elements from single neutron induced Gamma ray spectrometer for the determination of Silicon, Calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.</p> <p>Post processing data Deliverable: Spectrolith lithology from ECL spectra from corrected clay model and dry weights. Output should be in DLIS, PDF & LAS file.</p>
17	Nuclear Magnetic Resonance Log	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating: 300° F or more</p> <p>Pressure rating: 15000 PSI or more</p> <p>Suitable for hole sizes: 8 1/2" to 14" dia or more</p> <p>ESSENTIAL FEATURES</p> <p>Vertical resolution: 2 ft or better, Give T2 distribution 0.5 millisecond or less to 3 sec.</p> <p>Formation lithology independent porosity and permeability measurements, Free fluid Index, Permeability estimation, Pore size distribution and If required Hydrocarbon typing in separate pass</p> <p>Well Site Product: NMR porosity, T2 distribution, free fluid index permeability estimation</p> <p>Post processing data Deliverable</p> <p>High resolution porosity & permeability processing</p> <p>Hydrocarbon typing</p> <p>NMR Reprocessing</p>
18	Cased hole Reservoir Saturation Tool (RST / RMT-GR)	<p>Bidder is to mention the name / Code of the offered tool</p> <p>Temperature rating: 300° F or more</p> <p>Pressure rating: 10000 PSI or more</p> <p>Suitable to run in the low salinity water (from 6000 ppm to 35000 ppm of NaCl)</p> <p>Suitable for running through 2 7/8", 3 1/2" & 4 1/2" tubing into 5", 5 1/2", 5 3/4", 7" & 9 5/8" casings / liners in flowing and non-flowing vertical and deviated wells up to 60° deviation</p> <p>Depth of Investigation >6"</p> <p>Data to be recorded in In-elastic & capture sigma mode, Apply environmental corrections</p> <p>Processing of data for saturation estimation in different zones and submission of Interpretation Report along with raw and processed data</p>
19	PLT-GR (Full bore flowmeter, Quartz pressure gauge, Temperature and density)	<p>Temperature rating : 350° F or more</p> <p>Pressure rating : 15000 PSI or more</p> <p>Suitable for running through 2 7/8", 3 1/2" & 4 1/2" tubing into 5", 5 1/2", 7" & 9 5/8" liners / casings using wire-line pressure control equipments in vertical and deviated wells up to 60° deviation</p> <p>Dummy run for hole probing. Should provide sufficient number of sinker bars required to run in a flowing well</p> <p>Tools specifications Platinum resistance thermometer 5°C to 232°C. Resolution: 0.01° C or better, Accuracy: +/-1°C</p> <p>Quartz Gauge Pressure measurements up to 10 KPSI with Resolution: 0.1 PSI or better, Accuracy: +/- 20 PSI at full scale</p>

		CCL
		Gamma rays 0-200 API
		Density derived from pressure measurement
		FLUID VELOCITY MEASUREMENT. Full bore spinner type flow meter 0.5 to 100 rps. Direction of rotation of spinner should be indicated.
		HOLD-UP MEASUREMENT tool (Capacitance or Resistivity based) Single sensor (minimum)
		Post-processed data: Production Log Edit for Depth Matching and Reporting, Processing of data for individual phase velocity, volume of oil, gas and water from different layers, and interpretation report
20	Side Wall Core with GR	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Suitable for hole sizes: 6" to 12¼" dia or more
		Minimum 24 cores gun
		Minimum two guns combinable in one run
		Core size 1" x 1.5" or 0.85" x 2"
		Individual Cores to be provided in separate bottles with depth levelling
		Depth positioning of SWC by Gamma Ray
21	Free Point Indicator	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		OD of tool 1- 7/16" or less
		Motorized or magnetic / Bow Spring anchoring
		Should be run with CCL
		Facility to back –off in the same run
22	Bridge Plug, Packer, Cement Retainer Setting Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 350° F or more
		Pressure rating: 15000 PSI or more
		Suitable for: 5" to 9 5/8" liner /casing
		Dummy run with junk basket for hole probing
		Combinable with CCL
23	Radial Cutting Torch	Plug/packers will be provided by SunPetro
		Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 15000 PSI or more
		Size: 1.5 " to 4" suitable for various drill pipes, collars & tubings
		Cutting technology should consist of mixture of various powdered metals and a nozzle section
		Cut without the use of high explosives or dangerous chemicals
Safe to use in Radio Sensitive areas		

		Puncher charges(explosives) to make holes to establish circulation to be provided by bidder
24	Motorized Coring Tool	Bidder is to mention the name / Code of the offered tool
		Temperature rating: 300° F or more
		Pressure rating: 20000 PSI or more
		Core drilling tool with diamond coring bit for soft and hard formation to be run wire line.
		Core size cut should be 1.75" or more X 0.90" or more size.
		Individual Cores to be provided in separate bottles with depth levelling
		Capability to cut at least 20 cores in one run.
		Should be capable of cutting and extracting the core undisturbed, even in hard rock condition.
25	Pipe Conveyed Logging (PCL)	Bidder to make arrangements for carrying out logging under tough conditions using pipe conveyed logging in 8 ½" and 12 ¼" hole
Perforation Services		
a. The penetration (TTP) mentioned in specifications is at 5000 PSI as per certificate mentioned in specifications of respective item below.		
b. Normalisation factor shall be taken as 5% per 1000 PSI.		
c. HMX explosive is also acceptable against requirement of RDX, provided it meets the required EHD and TTP at no extra cost to SunPetro.		
a. Gun size variation up to ± 0.15" with respect to indicated sizes are acceptable, other parameters remaining the same.		
1	Perforator 3 ¾" Gun	Bidder is to mention the name /Code/Part No. of the offered charge
		Perforation charge is of RDX
		Size: 3 ¾"
		SPF: 6
		EHD: ≥ 0.30"
		TTP: ≥ 30"
		Bidder is to provide API 19B certificate
2	Perforator 4 ½" Gun	Bidder is to mention the name /Code/Part No. of the offered charge
		Perforation charge is of RDX
		Size: 4 ½"
		SPF: 5 or 6 (bidder is to mention the shot density of the offered system)
		EHD: ≥ 0.36"
		TTP: ≥ 40"
		Bidder is to provide API 19B certificate
3	Perforator: 2 1/8" RDX/HMX, 4/6 SPF (SCALLOP GUN PERFORATION)	Bidder is to mention the name /Code/Part No. of the offered charge
		Perforation charge type required RDX/HMX
		Gun Size: 2 1/8"
		SPF: 4 or 6 (bidder is to mention the shot density of the offered system)
		EHD: ≥ 0.22"
		Depth of penetration: ≥ 20"
		Bidder is to provide API 19B certificate

4	Perforator: 1 11/16" RDX/HMX, 4/6 SPF (STRIP / GUN PERFORATION)	Bidder is to mention the name /Code/Part No. of the offered charge
		Perforation charge type required RDX/HMX
		Gun Size: 1 11/16"
		SPF: 4 or 6 (bidder is to mention the shot density of the offered system)
		EHD: ≥ 0.3 "
		Depth of penetration: ≥ 19 "
		Bidder is to provide API 19B certificate
5	Cement Squeeze Service	Bidder is to mention the name /Code/Part No. of the offered charge
		Cement Squeeze Service is of RDX
6	Tubing Conveyed Perforation (TCP)	Bidder is to mention the name /Code/Part No. of the offered charge
		Bidder to provide the Tubing conveyed perforation services with 4 1/2" and 3 3/8" gun and charges (as mentioned above)
7	Tubing Puncture	Bidder is to mention the name /Code/Part No. of the offered charge
		Tubing puncture is of RDX
		Suitable for: 2 7/8", 3 1/2", 4 1/2" tubing
8	Tubing Cutter	Bidder is to mention the name /Code/Part No. of the offered cutter
		Tubing cutter is of RDX
		Suitable for: 2 7/8", 3 1/2" & 4 1/2" tubing
9	Casing Cutter	Bidder is to mention the name /Code/Part No. of the offered cutter
		Tubing cutter is of RDX
		Suitable for: 5", 5 1/2", 7" & 9 5/8" casing
10	Split shot Cutter	Bidder is to mention the name /Code/Part No. of the offered cutter
		Split shot cutter is of RDX
		Suitable for: 2"- 9" pipe
11	Colloidal/ Severing Service	Bidder is to mention the name /Code/Part No. of the offered charge
		Colloidal/Severing is of RDX
		Suitable for: 3 1/2" to 11" drill pipe/ drill collar
12	Back-off Services	Bidder is to mention the name /Code/Part No. of the offered material
13	Pressure Control equipment of 5K rating	Greece / Oil Injector system, Raiser pipes, Greece / oil, Sinker bars for weight and hole probing purpose, or any other item required for carrying out job

General Conditions & Deliverables:

1. The BIDDER shall arrange at his cost customs clearance of the units, tools, equipment, spares, consumables, accessories and explosives, etc., imported for providing the services under the CONTRACT for maintenance and operations of the equipment throughout the duration of the CONTRACT.
2. The BIDDER will be responsible for timely re-export of the units, tools, equipment, spares, consumables, accessories, etc. and timely lodging and settlement of duty drawback claims, if any, as per the provisions of this contract. However, SunPetro will provide assistance in this regard to the extent of issuing recommendatory letters only.

3. BIDDER should possess a valid Importer/Exporter Code so that he can Import/Export the material in his name. All imports of Units, Tools, Equipment, spares, Consumables, Accessories and Explosives etc. and re-exports thereof shall be in the name of BIDDER. All formalities for Customs Clearance at the time of import including the signing of all relevant Customs documents will be arranged by the BIDDER. The BIDDER should also possess valid import documents for the units, tools, accessories and equipment imported earlier and available in India for re-deployment against the CONTRACT which would be produced for verification at the time of mobilization.
4. At the time of applying for EC the BIDDER shall furnish an undertaking on non-judicial stamp paper similar to that being furnished by SunPetro to Customs of suitable amount to avoid any misuse of spares, equipment and consumables imported by the BIDDER against EC and to indemnify SunPetro from any punitive action against SunPetro by any Authority for any violation or default by BIDDER and SunPetro ON becoming party to such irregularity and becoming liable to pay Customs duty, fine and penalty in future. BIDDER shall also furnish a certificate to the SunPetro regarding consumption of such items in those areas for which EC has been obtained as and when such items are consumed on a quarterly basis.
5. The BIDDER agrees to keep SunPetro indemnified for any costs & liabilities incurred by it as a result of its executing any document for customs clearance.
6. All imports and import clearance under the contract shall be done by the bidder and SunPetro will not provide any assistance in this regard except to the extent of issuing recommendatory letter for issuance of Essentiality Certificate from DGH as above.
7. In case units/equipment/tools to be deployed against this CONTRACT are available in India which were imported in the name of SunPetro (or another client of the BIDDER) against previous contract(s), it is the responsibility of the BIDDER to get the items transferred in the name of the BIDDER and arrange customs clearance for their overstay for this CONTRACT. All required customs formalities (filing of IGM, identification on 100% examination of goods and as per New EXIM Policy 2002-2007 on submission of re-export bond etc.) would be complied with for imports and the BIDDER would be responsible for having complied with all customs formalities.
8. Bidder has to make own arrangement for the Import of Explosive at their own license and at their own cost. SunPetro will provide the required EC for the purpose of custom duty. The BIDDER shall also comply with the requirement and stipulation as per the Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the chief Controller of Explosives, Nagpur, India, from time to time.
9. Bidder has to store explosive at their/ hired explosive storage area at their own cost.
10. Bidder shall transport explosive to SunPetro designated site in safe manner at its own cost and will take care of all liabilities in case of any unwanted incident.
11. Dummy run, if required for hole probing, before perforation or bridge plug setting will be carried out by Bidder at their own cost.
12. Damaged explosives shall be liquidated by the BIDDER in consultation with SunPetro following the provisions of Explosives Act. Cost of liquidation of damaged/broken explosives shall be to the BIDDER'S account. Unused explosives shall be carried forward to the next contract, if any.
13. Bidder has to make own arrangement for the Import of Radio Active Material at their own license and at their own cost. SunPetro will provide the required EC for the purpose of custom duty. BIDDER will obtain necessary licenses for storage of radio Active sources/materials for providing the services. However, SUNPETRO shall provide necessary assistance in the form of recommendatory letters for availing licenses/permissions. BIDDER shall comply with the relevant sections of the Atomic Energy Act, 1962; Radiation Protection Rules, 1971, Atomic Energy Safe Disposal Rules, 1987 and all such statutory regulations as may be imposed by the Atomic Energy Regulatory Board, in respect of all operations pertaining to the handling of Radio Active Sources and storage and transportation of the same.
14. Bidder has to store Radio Active Material at their/ hired safe storage facility at their own cost.
15. Bidder shall transport Radio Active Material to SunPetro designated site in safe manner at its own cost and will take care of all liabilities in case of any unwanted incident.
16. Bidder shall submit to the SunPetro half yearly status reports in respect of all the radioactive sources and monthly status reports in respect of all the explosives imported and utilised by them during that period. The statement will be verified and retained by the SunPetro. The BIDDER

- shall provide to the SunPetro all facilities for verification and inspection of stocks as and when required. Further, Bidder should also submit monthly status of deployment of units and tools covered under this Contract along with their location.
17. The BIDDER shall be the owner of its Units, Equipment, tools, spares, consumables etc. responsible for its Crew deployed/employed for the purpose of providing services under this CONTRACT.
 18. SunPetro hereby acknowledges that the equipment and tools to be provided and used under the Contract shall be at all times, handled and manned and owned by the Bidder. SunPetro shall not be entitled to use/operate any of the Bidder's Equipment for providing Services under the Contract.
 19. All the Operations shall be performed by the BIDDER in accordance with the provisions under this CONTRACT, under Bidder's overall supervision and control.
 20. 50 meter of repeat log to be recorded as quality check for all logs and the same has to be provided with the deliverables.
 21. Latest Environment Correction Charts for the different types of logs used in log analysis must be provided by Bidder. Also the BIDDER will make available the Environmental Correction Charts in hardcopy and as software installable on different systems if requested. The Environmental Correction Software should be available in BIDDER'S Data Services Centres.
 22. Two hard copies of wellsite logs, 1:200 and 1:500 scale to be provided
 23. Two soft copies (DVDs/Pen drive) of logs, 1:200 and 1:500 scale to be provided at well site just after the logging / perforation operation
 24. Five hard copies of final logs, 1:200 and 1:500 scale to be provided at office in Mumbai
 25. Five soft copies (DVDs/Pen drive) of final logs (Raw and Processed), 1:200 and 1:500 scale to be provided at office in Mumbai.
 26. BIDDER will maintain at least one centre for Data Processing and Interpretation in India at no cost to the SunPetro during the contract period. These centres must have facilities and capabilities of log data processing for tools under this contract. Such data processing facilities shall be available to the SunPetro to process well logging data acquired under the provisions of this CONTRACT.
 27. Initial Tool calibration reports at the time of Unit mobilisation and subsequently after six months should be provided to SunPetro.
 28. The job is to be performed in oil & gas installation, therefore, Bidder to ensure all safety precautions as per Oil Mines Regulation Act but not limited to followings:
 29. Bidder to perform the work under valid work Permit only.
 30. All material supplied & used at site shall have valid Material Test Certificates from accredited lab/ Test agency / TPI.
 31. Bidder shall deploy persons who are medically fit & furnish physical Fitness certificate from authorized Medical practitioner.
 32. Bidder to ensure use of proper PPE, HC detector etc. as per requirement of work
 33. All material handling equipment shall have valid load test certificates.
 34. Bidder to ensure transfer of Hazardous Waste / Waste generated during work to earmarked storage place for further disposal by self.
 35. Bidder shall provide adequate First Aid Kit at site. At least one personnel in Bidder's team shall have proper First Aid Training. Certification for the same shall be provided.
 36. Bidder shall have tie up with nearby hospitals in case medical evacuation is required.
 37. The Bidder is responsible for implementing any regulations concerning the scope of work which are mandatory by Government of Gujarat and other statutory agencies.
 38. Logging unit with crew, equipment and consumables shall be mobilised within 48 hours from the time of Call out notice. However, confirmation shall be sent 12 hrs in advance based on the progress of the drilling / work over rig. Further, Company shall send DPR on regular basis.
 39. Logging unit time for the purpose of day rate will be calculated from the time it arrives at Drill site and leaves from the drill site. After completion of one day additional time taken will be counted on prorata basis.

SECTION-6

BID EVALUATION CRITERIA

A. Technical Evaluation Criteria

- a) Bidder must quote for Logging & Perforation Services meeting the Technical Specifications and shall confirm acceptance of the complete Scope of Work.
- b) Bidder should have a minimum of 5 (Five) years' experience in providing Logging and/or Perforation Services in Oil & Gas wells.
- c) Bidder should have successfully executed at least 2 (Two) contract(s) of minimum 1 year duration during the last 5 (Five) years for Logging and/or Perforation Services of similar nature and shall submit documentary evidence in the form of Work Orders / Contracts along with Completion Certificates / Performance Certificates / Work Execution Certificates issued by the Client.
- d) Bidder shall possess or have access to adequate Units, Tools, Equipment, Consumables and technical resources required for execution of the Scope of Work and shall furnish documentary evidence in support thereof.
- e) Bidder shall possess valid statutory licences, approvals and registrations, wherever applicable, required for execution of the Scope of Work, or shall furnish an undertaking to obtain the same prior to commencement of the Contract.
- f) Bidder shall furnish details of key technical personnel proposed to be deployed under the Contract along with their qualifications, relevant experience and available resources for execution of the Scope of Work.

B. Financial Evaluation Criteria

- a) The bidder should have average yearly turnover for last three financial years (2022-23, 2023-24 and 2024-25) INR 7,50,00,000/- (Indian Rupees Seven Crore Fifty Lakh) for Indian Bidder or USD 1 Million for Foreign Bidder.
- b) Bidder to submit Audited Financial Statement for FY 2022-23, 2023-24 and 2024-25.
- c) The net worth of the bidder shall be positive with positive cashflow and profitability for at least 1 year during the last 3 years.

C. Commercial Evaluation Criteria

- a) Bids shall be submitted as per instructions provided in the Notice Inviting Tender and Instructions to Bidders.
- b) Offer of following type shall be liable for rejection:
 - Fax / e-mail / Xerox / photo / scanned copy offers.
 - Offer made by Agent / Retainer / Consultant / Representative / Associate of the Foreign Principal.
 - Offer not conforming to the Bid Validity Period specified in the Tender.
 - Offer submitted without Bid Security / Bid Bond, wherever applicable.
 - Offer without valid GST Registration (where applicable).
 - Offer not accompanied with an undertaking to provide all necessary documents for enabling the Company to avail eligible Input Tax Credit (ITC), wherever applicable.
 - Offer where prices are not firm during the entire Contract Period or submitted with qualifications.
 - Offer not duly signed by the Authorised Signatory.
 - Bidder not meeting Mobilization / Delivery / Completion Schedule.
 - Offer not accompanied by documentary evidence in support of the Bid Evaluation Criteria.
 - Offer from Bidder debarred / banned / blacklisted by any Government Department, Government Agency or Public Sector Undertaking, unless complete details are disclosed and accepted by the Company.
- c) Bidder agrees that quoted prices are inclusive of all taxes and duties except GST / IGST, wherever applicable, unless otherwise specified in the Tender Document

D. GENERAL

Bidders to note the followings:

- g) Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.
- h) In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.
- i) In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- j) Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.

E. 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 requirements must also be satisfied:
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.
- d) 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.
- e) 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.
- f) A statement to this effect shall be included in the authorization / nomination/ MOU / Agreement by all members / partners of JV / consortium

SECTION-7

RESPOSIBILLITY MATRIX

Responsibility Matrix

Following Responsibility Matrix is to be observed during the contract period:

	S. No	Item Description	At Expense of		Supplied By	
			Bidder	Operator	Bidder	Operator
LOGGING AND PERFORATION SERVICES	1.	Timely Supply of Tools and Logging Unit	<input type="checkbox"/>		<input type="checkbox"/>	
	2.	Acceptance of Logging Unit & Tools	<input type="checkbox"/>			<input type="checkbox"/>
	3.	Regulatory clearance for explosive handling	<input type="checkbox"/>		<input type="checkbox"/>	
	4.	Import, Custom clearance and storage of Explosive	<input type="checkbox"/>		<input type="checkbox"/>	
	5.	Supply of explosives, prima cord, detonator, guns etc. for perforations	<input type="checkbox"/>		<input type="checkbox"/>	
	6.	Regulatory Compliance and reporting of explosive uses	<input type="checkbox"/>		<input type="checkbox"/>	
	7.	All manpower required for logging and perforation jobs	<input type="checkbox"/>		<input type="checkbox"/>	
	8.	Safe Transportation of Explosives to drill site	<input type="checkbox"/>		<input type="checkbox"/>	
	9.	Safe handling of Explosives	<input type="checkbox"/>		<input type="checkbox"/>	
	10.	Regulatory Compliance for explosives	<input type="checkbox"/>		<input type="checkbox"/>	
	11.	Quality control and Checks of logging and perforation jobs	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	12.	Safe handling of Radioactive material	<input type="checkbox"/>		<input type="checkbox"/>	
	13.	Regulatory Compliance for Radioactive material	<input type="checkbox"/>		<input type="checkbox"/>	
	14.	Safe Transportation of Radioactive material to drill site	<input type="checkbox"/>		<input type="checkbox"/>	
	15.	Transportation of Bidder's personnel	<input type="checkbox"/>		<input type="checkbox"/>	
	16.	Any other related work/item required for completion of job but not specifically mentioned	<input type="checkbox"/>		<input type="checkbox"/>	
	17.	Submission of interpretation report	<input type="checkbox"/>		<input type="checkbox"/>	
	18.	Acceptance of service products/reports by SunPetro	<input type="checkbox"/>			<input type="checkbox"/>
	19.	Equipment & services not designed/mentioned but required by Bidder in normal day to day operations on Callout basis	<input type="checkbox"/>		<input type="checkbox"/>	
	20.	Safety Equipment According to technical specifications and statutory requirements	<input type="checkbox"/>		<input type="checkbox"/>	
	21.	Food and housing of Bidder's personnel	<input type="checkbox"/>		<input type="checkbox"/>	
	22.	Supply & maintenance of fire fighting equipment required during contract period	<input type="checkbox"/>		<input type="checkbox"/>	

SECTION-8

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

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

ANNEXURE –A			
Sr No.	Description of service	UOM	Unit Price (INR/USD)
1.	Day Rate For Logging Unit including Crew	Per Day	
2	Standby Rate For Logging Unit including Crew	Per Day	
	Gamma Ray	Per Run	
3.	Lump sum Charges For Logging per run per log	High Resolution Lateral Log	Per Run
		Micro Spherically Focused Log (MSFL)	Per Run
		Compact Combo Tool having Res, Compensated Neutron, Compensated Density, GR, & Cal	Per Run
		Power or Mechanical Six arm caliper	Per Run
		Cement Bond Evaluation Log	Per Run
		Cement Channel Analyser	Per Run
		Formation Tester with Sampler and GR (25 pretests and 3 samples per run)	Per Run
		Dual packer Module of Formation tester	Per Run
		Insitu Fluid Analyser Module of Formation Tester	Per Run
		Gamma Ray Spectrometry-GR	Per Run
		Dipole Sonic	Per Run
		Full Bore Resistivity Imager	Per Run
		3D Resistivity	Per Run
		Elemental Capture Spectroscopy Log-GR	Per Run
		Nuclear magnetic Resonance Log	Per Run
		Cased hole Reservoir saturation Log	Per Run
		PLT-GR (Full bore flowmeter, Quartz pressure gauge, Temperature and density)	Per Run
		Side Wall Core-GR (24 cores per run)	Per Run
		Free Point Indicator	Per Run
		Bridge Plug & Cement Retainer Setting Tool (PST-CCL & JB-CCL)	Per Run
Radial cutting Torch	Per Run		
Motorized coring tool	Per Run		
Pipe Conveyed Logging (PCL)	Per Job		
Perforation and cutter Services	Using 3 3/8" HSC guns with 6 spf RDX deep penetrating charges >40"	Per Meter	
	Using 4 1/2" HSC guns with 5/6 spf RDX deep penetrating charges > 70"	Per Meter	
	Cement Squeeze Job In Casing Using 4 1/2"/3 3/8" / Gun With 5 SPM Using RDX Charges	Per Meter	
	Using 2 1/8" RDX, 4/6 SPF (Gun)	Per Meter	
	Using 1 11/16" RDX, 4/6 SPF (Gun)	Per Meter	
	Cement Squeeze Service	Per run	
	Tubing Conveyed Perforation charges	Per run	
	Tubing Puncture	Per Job	
	Tubing Cutter	Per Job	
	Casing cutter	Per Job	
	Split Shot Cutter	Per Job	
	Colloidal / Severing Services	Per Job	

	Back off Services	Per Job	
	Pressure Control equipment's of 5K rating (Greece / Oil Injector system, Raiser pipes, Greece / oil, Sinker bars for weight and hole probing purpose, or any other item required for carrying out job)	Per Job	

Note:

1. Above work load is for evaluation purpose only. Payments shall be done on actual usages basis.
2. Service provider to Import, Store, Transport and Secure the Explosive at their own cost and place.
3. Service provider to Import, Store, Transport and Secure the Radioactive source at their own cost and place.
4. Operating Day Rate: The Operating Day Rate shall apply per twenty four (24) hour day and pro rata in respect of any part of the day, payable each and every day commencing from the time for Commencement of Charges until the Termination Date for Charges, except as otherwise provided herein. Day rate shall apply subject to minimum of one day (operating) for each call-out order and it will be on prorata basis till next 12 hrs. One day means 24 hrs from the time of arrival of logging Unit and crew.
5. For any additional hours beyond 24 hours Bidder will be paid additional on pro-rate basis.
6. Standby Day Rate will be applicable when logging unit and crew are not in use during but are retained at site for the jobs to be carried out.
7. Operating/Standby Period, shall begin from the time of arrival of equipment at Company's designated base (as per the time notified by COMPANY in call out notice) and cease when the respective job is over and they are allowed to leave COMPANY's site.
8. The per run charges for logging tools are inclusive of processing & interpretation charges.
9. Fishing Kit shall be provided by Bidder 'Free of Charge' solely as an accommodation to Company without any risk & responsibility on the part of the Bidder.
10. Bridge Plug and Cement Retainers will be provided by the company and rest of the tool kit to be arranged by bidder.
11. Bridge Plug / Cement Retainer jobs include one run of BPS/PST & JB.
12. Payment Terms: 100% payment shall be released within 30 days from the date of receipt of invoice, subject to successful completion of services, certification by the Company's authorized representative, and submission of all supporting documents.

SECTION-9

PERFORMANCE MEASUREMENT

PERFORMANCE MEASUREMENT

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:
 Incentive will be given if Bidder 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 Bidder post award of contract.

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

Incentives

- Minimum Expectation of Performance Level > 90 %. Incentive will be given if Bidder scores the marks $\geq 95\%$.
- I. If the monthly performance is $\geq 95\%$ consecutively for 3 months, Bidder 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, Bidder shall be paid incentive @ 5000 rupees / annum or on pro-rata basis if work in a year is less than 365 days.

Penalties:

- I. The Bidder shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Bidder for any observation by SunPetro representative within 48 hour.
In the event of non-compliance for observation, Bidder shall be penalized at the rate of 500 (Five hundred rupees) per day until action is taken.
- II. 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 $\geq 90\%$), Bidder 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 Bidder on award of work
- III. In case of PPE non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

SECTION-10

ANNEXURES

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company: _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

8th, 9th & 10th Floor, ATL Corporate Park

Saki Vihar Road, Powai, Mumbai – 4000712, Maharashtra, India.

Phone No: +91-22-69325300

Kind Attn: Mr Dheeraj Paroch

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

ANNEXURE – 2

BID BOND FORMAT

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

Mumbai –, India. (hereinafter referred to as “Company”).

WHEREAS:

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

NOW, THEREFORE,

(1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :) _____ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders) and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in Favor of Company, if Tenderer fails to perform its obligations as set forth below:

- (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
- (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
 - (a) Fails or refuses to execute the agreed Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
 - (c) Seeks Variation or modification of Proposal, modifications to the agreed terms and conditions
 - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

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

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

- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (5) This Guarantee shall not be revoked during its currency and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

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

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the Contract.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per Clause mentioned in the Instructions to Bidders.
YES / NO
6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO
7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first twenty four (24) months and 12 months extension period if exercised.
YES / NO
8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO
9. Has the bidder confirmed the Commencement Date?
YES / NO
10. Confirm acceptance of Insurance liability as per Clause of the Model Contract.
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.
YES / NO

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

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE -5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro) 8 th ,9 th & 10 th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT . Tel: +91 22 69325300, Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -6

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro) 8 th ,9 th & 10 th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT . Tel: +91 22 69325300, Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -7

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

ANNEXURE –8

BANK GUARANTEE FOR PERFORMANCE

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

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

Bank Guarantee No.
Date:
Expiry Date:

This Guarantee is made on this _____ day of _____ 2025 by, _____ (Bank name and incorporation details) having its registered office at _____ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour of **Sun Petrochemicals Pvt. Ltd.**, a company registered under Part IX of the Companies Act, 1956 (CIN: U24219GJ1995PTC028519) and having its registered office at 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS:

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

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

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

I) to pay merely on written demand by the COMPANY to extent of Rs. _____/- (Rupees _____ only) against any loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the COMPANY in the event of non-performance of the PRODUCT supplied against the P.O., without any demur, reservations, recourse, contest or protest and without any reference to the COMPANY. Any such demand made by the COMPANY on the GUARANTOR shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.

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

1. We, the Bank further agrees that:

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

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

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

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

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

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

3. Notwithstanding anything contained herein:

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

II) this bank guarantee shall be valid upto _____ and

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

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

SIGNED AND DELIVERED FOR AND ON BEHALF OF _____ (Name of the Bank).

PLACE:

DATE :

Address:

IN PRESENCE OF :

1.

2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. RBL Bank (The Ratnakar Bank Ltd)
 - III. IndusInd Bank
 - IV. Karur Vysya Bank
 - V. DCB Bank
 - VI. Federal Bank
 - VII. South Indian Bank

ANNEXURE - 10

CUSTOMS NOTIFICATION

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

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

- a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Number On Location	Total Number

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

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

Note:

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

PROVISIONAL ACCEPTANCE CERTIFICATE

CONTRACT /CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES / SERVICE:

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

EXCEPTIONS TO COMPLETION
Ref : PROVISIONAL ACCEPTANCE CERTIFICATE

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

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES

.....

The above SERVICE /SUPPLIES have been finally accepted on behalf of -----
(COMPSNY) in apparent good order, subject to the Warranty conditions contained in the
AGREEMENT, with effect from20....

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT