

International Competitive Bidding

Tender Document

for

Hiring of Agency for carrying out

4D Seismic Data Interpretation Services

for SunPetro's Bhaskar Field in Gujarat

Tender No.: SunPetro/Bhaskar/4D Data Interpretation/2026-27/SPPL-289



SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)

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

CIN: U24219MH1995PTC464242

Tel: +91 22 69325300

Website: www.sunpetro.com;

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SECTION- 1

INVITATION TO BID (ITB)

under

INTERNATIONAL COMPETITIVE BIDDING (ICB)

Sun Petrochemicals Private Limited

Corporate Office: 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai - 400 072, Maharashtra, BHARAT.

CIN: U24219MH1995PTC464242

Tel: +91 22 69325300, +91 22 28470484

Website: www.sunpetro.com; Email Id: info.sunpetro@sunpetro.com

No. SunPetro/Bhaskar/4D Data Interpretation/2026-27/SPPL-289

Date:08.10.2026

INTERNATIONAL COMPETITIVE BIDDING (ICB)

INVITATION TO BID

Title: Hiring of Agency for carrying out 4D Data Interpretation Services for Bhaskar field in Gujarat

Ref: Tender No.: SunPetro/Bhaskar/4D Data Interpretation/2026-27/SPPL-289

Dear Sir / Madam,

- 1.0** Sun Petrochemicals Private Limited (hereinafter referred to as SunPetro / Company) is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the tender Document for **"Hiring of Agency for carrying out 4D Data Interpretation Services for Bhaskar field"**, under TWO BID (ENVELOPE) SINGLE STAGE BIDDING SYSTEM in following two Envelopes:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

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

1.1 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Bhaskar/4D Data Interpretation/2026-27/SPPL-289
2]	Title of Tender	Hiring of Agency for carrying out 4D Interpretation Services for Bhaskar field in Gujarat.
3]	BRIEF Scope of Work	SunPetro intends to carry out 4D & 3C (P-S) Seismic Data Interpretation in the Bhaskar field (CB-ONN-2003/1) by utilizing the latest industry technologies and process for Hydrocarbon exploration in the block.
4]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled Indian bank as listed at Annexure-9 for an amount as specified below: Indian Rupees: 10,00,000/- Foreign Bidder: USD 10,400/- Note: 1] Bid Bond to be submitted in INR/USD 2] In lieu of bid bond, bidder can also submit DD /Pay order / wire transfer. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Payorder to be issued in the name of "Sun Petrochemicals Private Limited" payable at Mumbai
5]	Bid Validity	120 days
6]	Bid Bond Validity	150 days
7]	Last Date of Receipt of	15 days from the date of issue of this ITB.

	Queries from Bidders	
8]	Date of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder, if required.
9]	Submission of Bid Documents	Hard copies of Bids are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the sealed envelopes to be submitted at “Tendering office” on or before Tender Closing Date & Time.
11]	Tender Closing/ Bid Submission Date & Time	29th October 2026 at 15:00 HRS. IST
12]	Address For Correspondence / Tendering Office	HEAD –SCM & COMMERCIAL SUN PETROCHEMICALS PVT. LTD. 8 th , 9 th & 10 th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Kind Attn: Dheeraj Paroch; e-mail: SAURAV.CHAMOLI@sunpetro.com ; with cc to: Dheeraj.Paroch@sunpetro.com ; SCM.SECRETARY@sunpetro.com
13]	Completion Schedule	Within 4 to 6 months from the date of LOA/PO/Contract. However, bidder to quote the best completion period.
14]	Validity of Contract period	01 Year from date of award with a provision to extend for 01 (one) more year on same rates, terms and conditions. However, the entire work to be completed within 6 months from the date of LOA / PO / Contract.
15]	Terms & Conditions of Contract	As per Section-3 of this tender Document

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

1.2 Pricing Strategy

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

1.3 Evaluation Strategy

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

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

1.4 Purchase Strategy

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

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

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

1.7 Acknowledgement of tender

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

Further details are available in the tender Document for the compliance. We look forward to receive your bid complete in all respects on or before due date and time of bid submission, i.e. **29th October 2026 at 15:00 HRS. IST.**

Regards

Dheeraj Paroch
Head- SCM & Commercial

SECTION- 2

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

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

2.2 Joint Venture / Consortium Bidder's Bid

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

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

2.3 Use of English Language

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

2.4 Late Bids

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

2.5 Clarifications

Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email:

SAURAV.CHAMOLI@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com; SCM.SECRETARY@sunpetro.com

2.6 Submission of Bids

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

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

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

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

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

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

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

2.6.7 The Bids shall be submitted to the following address:

Head – SCM & Commercial

SUN PETROCHEMICALS PVT. LTD.

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

Powai, Mumbai - 400 072, Maharashtra, BHARAT.

Tel: +91 22 69325300,

Kind Attn: Mr. Dheeraj Paroch

- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.
- 2.6.9 In the Technical & Un-Priced Commercial Bid all the technical annexures should be submitted which would include compliance with Technical Specifications and all Price information should be left blank. The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.
- 2.6.10 Bidder will provide the Delivery Period / Completion Period, as required in tender document from the date of NOA.
- 2.7 Validity Period**
The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. Company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.
- 2.8 Technical Proposal Requirement**
The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.
- 2.9 Certificate & Inspection**
At any time prior to supply / execution of the contract or during the course of the contract and thereafter, Company shall have the right to access records and documents and Contractor shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract. It will be the Bidder’s responsibility to correct any deviations from specifications found by inspection prior to mobilization of material / manpower. This will be at the cost of the Bidder / contractor.
- 2.10 Commercial Proposal Requirements**
- 2.10.1 Currency**
Prices quoted shall be in Indian Rupee (INR) for Indian Bidders or United States Dollars (USD) only or INR for Foreign Bidders. The foreign exchange rate shall be calculated on the date of bid closing date for evaluation of bids only, whereas the payment of invoices will be made based on the exchange rate as prevalent the previous day of the payment. Indian Bidders must quote in Indian Rupee only and will be paid in INR only. The foreign bidders will be paid in quoted currency only.
- 2.10.2 Price in Words & Figures**
In case of discrepancy between words and figures, the advantage in favour of Company will apply.
- 2.11 Deadline for Submission of Bids**
The due date mentioned in the “Invitation to Bid” (ITB) shall be deadline for submission of bids. In case of the unscheduled holiday in Mumbai, (India) being declared by Company on the prescribed closing day of the tender, the next working day will be treated as the scheduled prescribed day of closing of the tender.
- 2.12 Splitting of work**
The Company shall have a Right to split the work /supply between two or more bidders at its sole discretion.

2.13 Payment Terms

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

2.14 Taxes, Duties and Approvals

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

2.15 Performance Bank guarantee

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

2.16 Change Orders & Rates:

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

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

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

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

2.17 Delivery Period / Completion Period

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

2.18 Bid Bond

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

2.19 Annexures

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

SECTION-3

MODEL CONTRACT

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

PREAMBLE OF THE CONTRACT

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

BY AND BETWEEN

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

AND

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

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified

WHEREAS, Contractor represents that it is engaged in the business of providing, in accordance with best international industry practices for carrying out **4D Data Interpretation Services for Bhaskar field** and Contractor represents that it has adequate resources, necessary premises, equipment, personnel and capability to carry out such Services and is willing to do so on the terms and conditions hereinafter contained;

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

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

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

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

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

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

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

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

Note 1 : Title of the Contract:.....

Note 2 : Contract No.:

Note 3 : Point of Delivery/Site address:

Note 4 : Project/Block Number:

Note 5 : Effective Date of the Contract:

Note 6 : Due Date of Commencement of the Project:

Note 7 : Duration /Validity of the Contract

Note 8 : Tentative Value of The Contract:

Note 9 : Company's Representative::

Note 10 : Contractor's Representative:

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

Sun Petrochemicals Private Limited

(COMPANY)

(CONTRACTOR/CONSULTANT)

Signature _____

Name:

Title:

Signature _____

Name:

Title:

In presence of witness

1) Name
Title
Signature/Initials

2) Name
Title
Signature/Initials

1) Name
Title
Signature/Initials

2) Name
Title
Signature/Initials

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

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

officers, directors, agents and employees.

- 3.1.16 “Company’s Equipment” shall mean all equipment, appliances, data, tools, parts and supplies provided by Company and / or its associates.
- 3.1.17 “Company Group” shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;
- 3.1.18 “Contract”, “Agreement” or “Contract Document” (as per par 3.1.2 above)
- 3.1.19 “Daily Operation Report” shall mean the daily report submitted by the Contractor to Sun Petro as per the requirements of contract.
- 3.1.20 “Days” shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. “Day” means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.21 “Services” means all 4D interpretation, seismic data conditioning/analysis, interpretation, integration, modelling, reporting, presentations, technical reviews, field support, data management and other related services expressly specified in the Scope of Work
- 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 “Company Data” means all seismic, well, production, reservoir, geological, geophysical, engineering, maps, reports, databases, interpretations, software outputs, metadata and other information/data supplied by or on behalf of SunPetro or generated from SunPetro information for the Services.

- 3.1.31 “Operator” shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 3.1.32 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.33 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.34 Deleted.
- 3.1.35 “Services” shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Sun Petro.
- 3.1.36 “SunPetro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.37 “SunPetro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.38 “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 Sun Petro.
- 3.1.40 “SunPetro Designated Base” shall mean site as informed by Company. However, the contractor may store/warehouse its equipment and materials at its own costs & risks.
- 3.1.41 “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 “Well” shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.45 “Well Depth” shall mean the depth (TVD / MD) of each Well as may be specified in Sun Petro’s Completion Programme, which Sun Petro may amend from time to time.
- 3.1.46 “Well Locations” shall mean the locations of the Wells within the Contract Area at which Consultant shall carry out operations and such other locations as may be specified by Sun Petro.
- 3.1.47 “Deliverables” means all reports, interpretations, maps, sections, models, datasets, project files, databases, presentations, figures, interpretations, workflows, scripts, documentation and other outputs required under the Contract.
- 3.1.48 “Willful Misconduct” means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 3.1.49 “Work” shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, software necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services in accordance with the scope of the work defined in the Contract.
- 3.1.50 “Work Site / Work Location” shall mean the place(s) on, under, in or through which the Works are to be carried out and any other 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 "Third Party" shall mean a person / entity which are not included in Company Group or Contractor Group.

3.2 DURATION OF CONTRACT:

3.2.1 Primary term of this contract will be 01 (one) year from the date of award with a provision to extend for 01 (one) more year on same rates, terms and conditions. However, the entire work to be completed within 4 to 6 months from the date of LOA/PO/Contract.

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

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

- Commencement date: Date of LOA/LOI
- Completion date of contract: Expiry Date of Contract
- Termination Date: Expiry / Termination of the Contract

3.3 MATERIALS, DATA, SOFTWARE, SERVICES AND PERSONNEL

3.3.1 The Contractor shall provide all competent personnel, software/tools, computing resources, licenses, data processing capability, documentation, consumables and other resources required for satisfactory completion of the Services, except those expressly identified as Company-provided.

3.3.2 Company-provided data and information shall be used solely for the performance of the Contract. The Contractor shall verify data receipt, maintain data integrity and promptly notify SunPetro of any missing, corrupted, inconsistent or apparently unreliable data relevant to the interpretation.

3.3.3 The Contractor shall maintain adequate backup, version control, data security and traceability for project data and Deliverables. No Company Data shall be deleted, altered or overwritten without appropriate authorization.

3.3.4 Contractor personnel shall be suitably qualified, experienced and trained in 4D seismic interpretation and associated geoscience disciplines relevant to the Scope of Work.

3.3.5 ADDITIONAL SERVICES / CHANGE IN SCOPE

3.3.5.1 No additional service, study, interpretation, re-processing, software development, field visit, report or deliverable outside the agreed Scope of Work shall be chargeable unless authorized in writing by SunPetro.

3.3.5.2 Where additional Services are required, the parties shall agree the scope, schedule and rates in writing before commencement. Where a relevant rate exists in the Contract, the same shall apply; otherwise the rate shall be mutually agreed or
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.

3.3.5.3 SunPetro may add, reduce, omit or modify individual tasks/deliverables within the Scope of Work. Payment shall be made only for Services/deliverables actually performed and accepted, in accordance with the Contract.

3.3.6 REVIEW, QUALITY CONTROL AND TECHNICAL ACCEPTANCE

3.3.6.1 SunPetro shall have the right to conduct technical review/QC meetings at appropriate stages of the Services. The Contractor shall incorporate reasonable corrections, clarifications and agreed modifications arising from such reviews without additional cost where they relate to compliance with the original Scope of Work.

3.3.6.2 The Contractor shall maintain documented QC procedures, interpretation workflows, assumptions, input-data references, processing/interpretation parameters and version history sufficient to reproduce and audit the results.

3.3.6.3 Deliverables shall be submitted in the formats specified by SunPetro. Acceptance or review of any Deliverable shall not relieve the Contractor of responsibility for errors, omissions, non-conformities or breach of Contract.

3.3.6.4 If any Deliverable is materially deficient or does not conform to the Contract, the Contractor shall correct and resubmit it within the period directed by SunPetro at no additional cost

3.4 INSPECTION OF FACILITIES/REVIEW DURING THE STUDY

3.4.1 Inspection of Company Equipment

Company has right to inspect the contractor's facility/premises before the commencement of the studies. If required, contractor has to upgrade/create facilities before the commencement of the study.

Company shall have the various QC meetings/interactions at appropriate stages as defined in the scope of work. The contractor will make the necessary corrections/modifications based on the QC meeting/interaction and will carry out the required modifications at no additional cost to the company

3.4.2 Inspection of Contractor Equipment

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

3.5 COMPANY'S WORK COMPLETION PROGRAMME

3.5.1 The Contractor shall submit a detailed work programme within [07] days of LOA/LOI or such other period stated in the Scope of Work.

3.5.2 The programme shall identify key milestones, data loading/validation, interpretation stages, QC/review meetings, interim deliverables, final deliverables, resources and dependencies.

3.5.3 The Contractor shall promptly notify SunPetro of any actual or anticipated delay and submit a recovery plan where required. Such notification shall not relieve the Contractor from its contractual obligations.

3.6 PERFORMANCE OF THE WORK/SERVICES

3.6.1 The Services shall be performed in accordance with the Contract, Scope of Work, applicable technical standards, good international petroleum industry practices and the reasonable instructions of SunPetro.

3.6.2 The Contractor shall be responsible for coordination and interfaces among its geophysicists, geologists, reservoir engineers, data specialists, software specialists and other personnel engaged for the Services.

3.6.3 The Contractor shall provide timely technical responses, attend review meetings/presentations reasonably required by SunPetro and maintain continuity of key personnel throughout the assignment.

3.6.4 All correspondence concerning contractual matters shall be addressed to the designated Contract Administrator. Technical matters shall be coordinated with the Engineer-in-Charge/Company Representative.

3.6.5 Discipline

3.6.1 The Contractor shall maintain professional conduct, discipline and good order among its personnel and subcontractors and comply with reasonable Company rules applicable to the Services.

3.6.2 Contractor personnel shall be qualified, experienced and competent for their assigned roles. Failure to comply with the Scope of Work or material contractual requirements may constitute breach.

3.6.3 SunPetro may require replacement of any person who, in its reasonable opinion, is incompetent, negligent, misconducts himself/herself, breaches confidentiality/security requirements or is otherwise unsuitable. The Contractor shall replace such person within 05 working days or within such shorter period as reasonably required for critical work.

3.6.4 Replacement of personnel shall not adversely affect the schedule or quality of the Services and shall be at the Contractor's cost.

3.6.6 Legal Requirements

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

Provident Fund Act:

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

ESI Act:

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

As per the Labour enactments:

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

Labour Welfare Cess:

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

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

3.7 TERMINATION BY COMPANY

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

A. Termination for Non-commencement of Work

If the Contractor 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. Company shall also have the option to forfeit the PBG.

B. Termination for events specified below:

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

- a) Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or
- b) Makes a general assignment for the benefit of its creditors; or
- c) Refuses or fails to deploy enough properly skilled workmen or proper equipment, or services to accomplish the Work in accordance with the original work schedule and the contract; or
- d) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or

- e) Is in breach of Applicable Law; or
- f) Otherwise breaches the provisions of the contract or part thereof; or
- g) Suspends or abandons Work; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- h) Fails to provide uninterrupted services/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 risk and cost of the Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, to get the work executed, on account of such breach by the Contractor. Company shall have the option to forfeit the PBG.

C. Termination for Convenience

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

Consequences of Termination:

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

D. Termination for non-performance or non-satisfactory performance of the work

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

Consequences of Termination:

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

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

3.7.2 **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.

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

3.8.1 **General**

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

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

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

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

3.8.1 **Safety**

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

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

3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractors' personnel and the personnel of its subcontractors are familiar with the provisions of **Contractor's Safety Management System**.

3.8.1.3 Contractor to submit the Risk Assessment report before start of actual work.

3.8.1.4 Contractor to submit the DMP indicating the potential disasters along with their mitigation measures.

3.8.1.5 Contractor to follow all the Regulatory requirements related as per OISD Std. 181

3.8.1.6 Contractors should provide trained survey crews with written safe operating procedures (SOPs) that address the specific hazards of survey work. SOPs should cover, but not be limited to, the following topics:

- a. **Training:** Survey employees should be trained for the work they carry out and be familiar with the manufacturer's safe operating procedures (SOPs) and guidelines in the instruction manuals that accompany the survey equipment and tools they use.
- b. **Tracking system:** Develop a tracking system to record where employees are working each day. Record the planned survey routes or work sites on a centrally located map or white board at the camp or base. Location updates including changes in plans should be called in and recorded.

- c. **Communications:** Develop a communication call-in system to maintain contact with employees. Employees should carry functioning communications equipment appropriate for the area.
 - d. **Emergency response plans (ERPs):** Survey crews should develop ERPs that address site specific risks and hazards and potential injuries associated with specific surveys, terrain and the degree of remoteness. When a contractor's employees are based at a project site, the ERP for survey crews should be integrated with the exploration project ERPs
 - e. **Tool and equipment check:** Before departing for work, each survey crew should check their equipment. They should have:
 - i. all tools, fully charged communication and navigation equipment with spare batteries;
 - ii. required personal protective equipment (PPE) including bear spray, as appropriate;
 - iii. suitable clothing for the weather and potential changes; and
 - iv. appropriate survival kits and first aid kits. If conditions are dry, carry fire suppressant materials when using tools or survey equipment that could start a fire (e.g., chainsaw, small generator or electrical equipment).
 - f. **Transportation:** Crews should perform an inspection check of their mode of transportation to make sure it is in good working order and all equipment is present
 - g. **Supervision:** Workers should receive appropriate supervision in the field while performing surveys.
- 3.8.1.7 Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.
 - 3.8.1.8 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with, and rectify any deficiencies in compliance pointed out by the Company.
 - 3.8.1.9 If during performance of the Services, Company's Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor's Personnel or Company's personnel, Company Equipment or any of Company's other contractors' plant, equipment or materials, then Company's Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
 - 3.8.1.10 Incompetent person shall be at RISK to carry out critical operation. Hence all contractor personnel need to be competent & trained to carry out assigned job. Training need for all contractor's Employee shall be identified & accordingly shall be trained by the contractor.
 - 3.8.1.11 Required PPE to be identified & sufficient stock shall be maintained at all time. Also the Contractor's Employee shall be trained for uses of PPE.
 - 3.8.1.12 Contractor shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.
 - 3.8.1.13 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.
 - 3.8.1.14 Contractor has to develop ERP jointly with Company & shall ensure awareness Training imparted to all concerned personnel. Mock drill (Table top) for critical scenario need to be conducted before Work over operation. Records to be maintained.
 - 3.8.1.15 Contractor shall ensure PTW developed by Company and shall be followed.
 - 3.8.1.16 Contractor shall maintain following Records:

1. Employee detail
2. Pre medical check-up record
3. Competency Record
4. Training & awareness Record
5. PPE record
6. Accident / Incident Record
7. Mock drill Record
8. Audit Observation & compliance record.
9. Accident / Near miss Report.

3.8.1.17 In case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.

3.8.2 **Environment**

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

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

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

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

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

3.8.2.6 Eye wash station shall be provided at suitable place.

3.8.2.7 Working area is to be properly illuminated .

In particular, the Contractor shall:-

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

3.8.2.8 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.

3.8.2.9 If during Contractor's performance of the Services, Company is of the opinion that Contractor is either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by Company to Contractor from time to time, or is conducting the

Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Company shall notify Contractor of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the contract apply as if the survey had been suspended due to equipment breakdown.

- 3.8.3 Contractor has to submit Monthly Compliance Reports to the company on all aspects as listed above or as decided by the company.
- 3.8.4 The Contractor shall comply with all applicable HSE, security and statutory requirements of India and SunPetro applicable to the Services. Where personnel visit Bhaskar-I field or any Company location, they shall comply with Company induction, permit, PPE, journey-management and site-security requirements.
- 3.8.5 Before commencement of field activities, the Contractor shall submit a job-specific risk assessment/JSA and safe work procedure where required by SunPetro.
- 3.8.6 Contractor personnel shall be medically fit for field deployment and shall possess required competency/training. Appropriate PPE shall be used during site visits.
- 3.8.7 Any incident, accident, near miss, data/security incident or unsafe condition relating to the Services shall be reported to SunPetro immediately and followed by a written report within the period specified by SunPetro.
- 3.8.8 The Contractor shall ensure that its activities do not cause pollution, environmental damage or violation of applicable environmental requirements. The HSE provisions shall apply proportionately to the nature of the Services

3.9 SETTLEMENT OF DISPUTE/ ARBITRATION

- 3.9.1 The Company and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract Manager level and if required may be taken up to the Company -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.
- 3.9.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.
- 3.9.3 It is also a term of the Contract that the Contractor shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. Notwithstanding anything contained herein, if the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.
- 3.9.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.

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

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

3.10 ENTIRE AGREEMENT/ WAIVERS

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

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

3.10.3 None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:

- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
- ii) Failure or delay to exercise any rights or remedies provided herein or by law,
- iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
- iv) Acceptance of or payment for any Service or review of any design, or
- v) Warranty on the Equipment if sold to Company by the Contractor will continue up to the expiry of the warranty period even if the Contract is expired or terminated.

3.11 LIQUIDATED DAMAGES

3.11.1 Liquidated damage

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

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

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

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

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

3.12 NOTICES

All notices under the Contract shall be in writing and delivered by hand, recognised courier or email to the addresses designated in the Contract. A party may change its notice details by written notice. Email notices shall be deemed received upon successful transmission, subject to evidence of transmission and applicable business-hour conventions

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, REGULATIONS, GUIDELINES AND INDUSTRY PRACTICES

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

The Contractor shall comply with all Applicable Laws, statutory requirements, permits and governmental directions relevant to the Services.

Where Services involve visits to or activities within the Bhaskar-I oil and gas field, the Contractor shall comply with applicable petroleum-sector requirements and Company HSE/security procedures, including applicable DGMS, DGH, OISD and other requirements to the extent applicable to the activity.

Where a technical standard is expressly identified in the Scope of Work, the Contractor shall comply with the latest applicable edition unless otherwise instructed.

3.15 CONFIDENTIALITY

3.15.1 Confidential Information includes all technical, commercial, financial, geological, geophysical, seismic, reservoir, production, well, field, business, customer, software, workflow, data and other information disclosed or made available by SunPetro, whether written, electronic, visual or oral.

3.15.2 The Contractor shall use Confidential Information solely for performance of the Contract and shall disclose it only to personnel/subcontractors who have a need to know and are bound by confidentiality obligations no less protective than those in this Contract.

3.15.3 Confidentiality obligations shall not apply to information that becomes public without breach, was lawfully in the receiving party's possession without confidentiality obligation, or must be disclosed by law, provided lawful prior notice is given where permitted.

3.15.4 The Contractor shall implement appropriate physical, technical and organizational safeguards against unauthorized access, copying, transmission, disclosure, loss or destruction of Confidential Information and Company Data.

3.15.5 Upon completion/termination, the Contractor shall return or securely destroy Confidential Information and Company Data as directed by SunPetro, except for copies required to be retained by law; any retained copy shall remain subject to confidentiality.

3.15.6 DATA, INTELLECTUAL PROPERTY AND DELIVERABLES

3.15.6.1 All Company Data supplied by SunPetro remains the exclusive property of SunPetro. The Contractor shall have no ownership interest in Company Data.

3.15.6.2 All Deliverables and technical information specifically created, developed or prepared by the Contractor for SunPetro under the Contract and paid for by SunPetro shall vest in SunPetro, except for the Contractor's pre-existing intellectual property, proprietary software, standard tools, methodologies and know-how.

3.15.6.3 To the extent Contractor background intellectual property is embedded in a Deliverable, the Contractor grants SunPetro a perpetual, irrevocable, worldwide, royalty-free, non-

exclusive licence to use, reproduce, modify, maintain and have third parties use such embedded elements solely as reasonably required for SunPetro's operations and use of the Deliverables.

3.15.6.4 The Contractor shall deliver editable/native project files, interpretation databases, metadata, maps, sections, models, scripts/workflows and other technical files where specified in the Scope of Work. PDF or presentation-only output shall not be considered sufficient where native/editable files are required.

3.15.6.5 The Contractor shall not use, publish, reproduce, transfer, sell, disclose or provide Company Data or Deliverables to any third party, including for academic, marketing, benchmarking, artificial-intelligence training or portfolio purposes, without prior written consent of SunPetro.

3.15.6.6 The Contractor warrants that the Deliverables and Services will not knowingly infringe third-party intellectual property rights and shall obtain all licences required for software, libraries, datasets and other third-party materials used for the Services.

3.16 ASSIGNMENT AND SUBCONTRACTING

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

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

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

3.17 INVOICING AND PAYMENT

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

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

- 3.17.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.
- 3.17.4 Contractor shall support all invoices with any data and/or information reasonably requested by Company. Contractor agrees to retain all applicable documentation and records for a period of not less than Four (4) years from the end of the calendar year in which this Contract terminates. Company or any party nominated by Company shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Company's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Company shall have the right to reproduce any such documents which have been inspected.

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

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

- 3.17.5 All payments to the Contractor under this Contract shall be made in Indian Rupees to the Indian Bidders or Indian Rupees / United States Dollars to the Foreign Bidders.
- 3.17.6 The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.
- 3.17.7 **Audit**
The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred in this Clause will be made during Contractor's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

3.18 TAXES AND DUTIES

3.18.1 Taxes

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

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

3.18.2 Personnel Taxes

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

3.18.3 Custom Duty, Entry taxes, etc.

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

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

3.18.5 Change in Law

3.18.5.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of

this Contract and which results in increased / decrease cost of the works under the Contract though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by contractor.

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

3.19 INSURANCE

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

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

Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Company has the right to procure and maintain policies at Contractors risks and 5% more expense.

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

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

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

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

- 3.19.5 The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that

there will not be any excess/deductibles in the policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.

3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Contractor reserves the right to self insure its own assets.

General Conditions for Insurance

- A. Contractor hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.
- B. No form of contractor liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this contract, unless agreed to by Company prior to commencement of services hereunder.
- C. Contractor assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Contractor's expense. Contractor must insure for full replacement value of any and all equipment used in performing the Work.
- D. All exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- E. The Contractor shall, at its own cost, maintain insurance appropriate to the risks of the Services and as required by Applicable Laws, including employer/workmen compensation or equivalent statutory cover, personal accident/medical cover for field personnel, motor vehicle insurance where applicable, professional indemnity/errors and omissions insurance where specified in the tender, and commercial/general liability insurance.
- F. The minimum limits and specific policies shall be as specified in the SCC/tender. Insurance shall not limit the Contractor's contractual liability.
- G. Policies shall be maintained throughout the Contract period and for any additional period required by their terms.
- H. Where required by the tender, SunPetro and its directors, officers and employees shall be named as additional insureds to the extent permitted by the applicable policy.

3.20 CONTRACTOR'S OBLIGATIONS AND WARRANTIES

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

- 3.20.2 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor warrants that it is aware of the entire survey area environment, zoning and other regulations legal description prescribed in this Contract.
- 3.20.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
- 3.20.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.20.6 Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.
- 3.20.7 **Contractor Personnel**
Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Sun Petro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Sun Petro shall have no responsibilities or liability whatsoever in this regard.
- 3.20.8 Sun Petro shall be entitled, without prejudice to any other rights or remedies available to Sun Petro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within 5 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.
- 3.20.9 **Permits and Instructions**
Contractor shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Work / supplies. In the event of Contractor receiving instructions from Company to stop Work/supplies operations, Contractor shall comply with the same with immediate effect.
- a) **Work Schedule**
For the conduct of the Work, Contractor undertakes to observe the "Daily Work Schedule" and the "Year Labour Calendar" as specified herein under:
- b) **Data**
The Contractor shall deliver to the Company all Data pertaining to the Work relative to the Contract. The Contractor may not retain copies of such Data unless it shall have first obtained the Company's written consent.

- c) **Ownership of Technical Information**
No Technical Information acquired or developed by the Contractor under this Contract shall become the property of the Contractor and all such Technical Information shall be delivered in accordance with the Company's instructions upon completion or termination of the Contract or when so instructed by the Company. The Company shall have the right to use such Technical Information.

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

- d) **Gifts, Drugs and Alcohol**
Neither the Contractor nor any of its personnel shall make or offer any bribe, gift, gratuity, reward, commission or other inducement in money or of any other description whatsoever to any person, firm or company directly or indirectly involved with the Work.

3.20.10 **Other**

- A. The Contractor represents that it is experienced in 4D interpretation and has adequate qualified personnel, technology, software, resources and capacity to perform the Services.
- B. The Contractor warrants that the Services shall be performed professionally, diligently, accurately and in accordance with the Scope of Work, agreed methodologies, applicable standards and Good International Petroleum Industry Practice.
- C. The Contractor shall promptly disclose material assumptions, limitations, uncertainties, data gaps, processing/interpretation risks and conflicts of interest that may affect the reliability or use of the Deliverables.
- D. The Contractor shall maintain suitable project controls, backups and business continuity arrangements to protect Company Data and avoid avoidable interruption of the Services.
- E. Contractor personnel, accommodation, travel, meals, communications, insurance, salaries and employment-related benefits shall be the Contractor's responsibility unless expressly stated otherwise.
- F. The Contractor shall obtain all permits, licences and approvals required for its personnel, software and activities. Any instruction by SunPetro to stop or suspend work shall be complied with immediately.
- G. The Contractor shall deliver all Data and Deliverables pertaining to the Contract to SunPetro. It shall not retain copies except as expressly permitted in writing or required by law.

3.21 **FORCE MAJEURE**

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

- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.21.1.5 Non-conformance by Sub-contractors;

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

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

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

3.22 WARRANTIES AND REMEDIES

- 3.22.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.
- 3.22.2 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.

- 3.22.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to completion of the project, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.
- 3.22.4 Contractor shall use all reasonable care to provide, at Contractor's sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. Company shall provide boarding and lodging to the Contractor's personnel while at the work.
- 3.22.5 Day-rates or compensation of whatsoever nature shall not apply to time when the Contractor's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 3.22.6 If Contractor shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws
- 3.22.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.22.8 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.22.9 Contractor shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

3.23 LIENS

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

3.24 INDEMNITY AND LIABILITIES

3.24.1 Indemnity by Contractor:

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

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

3.24.2 Indemnity by Company:

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

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

3.24.3 Third Parties:

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

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

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

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

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

3.24.4 Contractor's Material, Equipment, Services and Property

The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession / control of the Contractor with the exclusive right to use of

such equipment by the Contractor for providing services under the Contract. Contractor shall be responsible at all times, including time in storage, in transit, on the location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

3.24.5 **Limitation of Liability**

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

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

3.24.6 **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.

3.24.7 **Certain Restrictions on Indemnities:**

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

3.25 **PERFORMANCE BANK GUARANTEE**

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

The Performance Bank Guarantee shall be of 10% of one year estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the right to cancel the award of LOI / LOA.

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

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

3.26 SEVERABILITY

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

3.27 NON-EXCLUSIVE CONTRACT

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

3.28 EXPORT CONTROLS

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 to Contract

3.29.1 Project Commencement Date

By the Commencement Date, Contractor undertakes to make available adequate logistics, personnel associated with the projects and necessary infrastructure and to have completed, to the satisfaction of Company.

3.29.2 Late Start

Contractor hereby guarantees the timely conduct of the Work as well as observance of the project Commencement Date.

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

3.29.3 Inspection: SunPetro representative(s) shall be associated during the whole projects to monitor the progress and QC of projects. Contractor shall provide all the relevant technical details to SunPetro's representative. The weekly progress report along with detailed plan for next week shall be provided to SunPetro.

3.29.4 Statuary Clearances

Contractor would obtain all the required permission/necessary clearance from government agencies for all its equipment and expatriates to be engaged for the work,if applicable.

3.29.5 **Payment Terms**

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

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

3.29.6 **Bidder to provide equipment details as below:**

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

3.29.7 **MINERAL AND OTHER RIGHTS:**

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

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

3.29.8 **OTHER SPECIAL CONDITIONS OF THE CONTRACT**

- 1) The Contractor shall disclose the name of all the centres where the seismic data to be used for carrying out the project. All other arrangements will be made by the contractor.
- 2) Rights of the data lies with Sun Petrochemicals Pvt. Ltd. The Contractor shall not use the data or disclose the data or the outcomes or the results for any other purpose.
- 3) Original tape cartridges/hard drive will be returned back after loading data to Contractor's computer.
- 4) Contractor will provide the work space for two SunPetro persons/representatives during the visit to the Contractor's office for QC (if needed).
- 5) Contractor shall also provide required IT facilities for QC purpose.
- 6) CV's of all the technical persons to be submitted along with Techno-Commercial Bid documents. SunPetro has the right to qualify the persons to be involved in the respective projects based on their experience and expertise.
- 7) The qualified personnel will remain associated throughout the project, any changes in personnel occurs during the project with prior approval from sunpetro.
- 8) After completion or during the project execution if the Contractor's personnel is/are requested to visit SunPetro's head office then the travelling and accommodation cost to be borne by SunPetro..
- 9) The contractor shall delete any information & data related to this contract after One (01) year of the completion of the project and on confirmation from SunPetro. The Contractor shall confirm the same in writing.
- 10) The Contractor shall treat all seismic and associated subsurface data as highly confidential and commercially sensitive. Data shall not be transferred outside the locations/systems approved by SunPetro.
- 11) Any cloud platform, remote access, external data centre, collaboration platform, AI/ML tool, third-party processing service or software that results in Company Data being uploaded or transmitted outside SunPetro-approved infrastructure shall require prior written approval from SunPetro.
- 12) The Contractor shall maintain clear traceability between source data, processing/conditioning, interpretation inputs, interpretation decisions and final Deliverables, including version control.

- 13) The Contractor shall identify and clearly document interpretation uncertainty, non-uniqueness, data limitations and material assumptions. Interpretive conclusions shall not be presented as factual observations where they are professional interpretations.
- 14) The Contractor shall attend technical presentations/review meetings with SunPetro's geoscience, reservoir and other nominated teams and shall incorporate agreed technical comments within the original scope.
- 15) Unless otherwise stated in the Scope of Work, all final Deliverables shall be submitted in both reviewable formats (PDF/PPT or equivalent) and native/editable formats compatible with the software environment specified by SunPetro.
- 16) At completion, the Contractor shall provide a complete project handover including final interpretation datasets, maps/sections, models, project files, metadata, documentation, assumptions, QC records and a data inventory.

3.29.9 COMPLIANCE, ETHICS, ANTI-BRIBERY AND CONFLICT OF INTEREST

The Contractor shall comply with all applicable anti-bribery, anti-corruption, competition, sanctions, anti-money-laundering and ethical business requirements.

Neither the Contractor nor its personnel shall offer, solicit or accept any bribe, kickback, gift, commission, gratuity or other improper benefit in connection with the Contract. Any suspected solicitation or improper conduct shall be reported to SunPetro promptly.

The Contractor shall disclose any actual or potential conflict of interest relating to the Services. SunPetro may require mitigation measures or replacement of affected personnel.

Breach of this clause shall constitute a material breach and may entitle SunPetro to terminate the Contract and exercise available contractual and legal remedies.

SECTION – 4 & 5

SCOPE OF WORK & TECHNICAL SPECIFICATION

Scope of Work

4D & 3C (P-S) Seismic Data Interpretation in Cambay Basin, Gujarat

INTRODUCTION

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

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

Sun Petrochemicals Pvt Ltd (SunPetro) Acquired 3C (multi-component using MEMS technology) seismic data of about 100 Sq. Km. (full fold) in one of its operated oil field (since 2019), Bhaskar field as 4D (time lapse) monitor survey for estimation of the remaining reserve, bypassed oil zones, changes in Oil Water Contact (OWC), effect of change of reservoir pressure, reservoir management and production enhancement.

'Sun Petrochemicals Private Limited' (SunPetro) was incorporated in 1995. SunPetro has diversified into the upstream hydrocarbon business in 2014. It is currently producing from four oil and gas fields located in Gujarat, India. SunPetro is Operating two more development fields and four exploratory blocks located in Cambay and Kutch Basin.

Base survey (3D Seismic data) in the Bhaskar field had been acquired in 2006-07 with the objective of exploration in the block. All the wells drilled till date, including exploration and development, have been identified using Base 3D Seismic data. This field is under production since July 2019 from Miocene Basal Sand (MBS) reservoirs (TVDSS ranging from 1200-1500m).

Acquisition of the monitor survey was carried out during February-May 2026 using 3C MEMS technology. Processing of the data is being carried out currently and will be completed by December 2026. Processed data (4D seismic – Base & Monitor survey and 3C (P&S) seismic of monitor survey) will be given for seismic interpretation and QI study to fulfil the below mentioned objectives.

Objectives of the study

- To identify swept, unswept, bypassed and untapped reservoir zone
- To characterize pressure and saturation changes
- To map fluid contact movements
- To detect reservoir compartmentalization
- To identify infill drilling and workover opportunities
- To assess geo-mechanical effects
- To identify new left-out areas within ML boundary

SunPetro is in process to award the Contract for seismic interpretation and QI study to an experienced company having expertise in interpreting 4D seismic data for analysing and identifying bypassed oil zones, effect of change of reservoir pressure on seismic data, effect of change of OWC on seismic data and QI study to identify the infill well locations and in new possible hydrocarbon-bearing areas based on above-mentioned objects.

Contractor shall carry out 4D seismic data interpretation in the said area, as per above mentioned objectives.

This Scope of Work (SoW) covers seismic interpretation and QI study of 4D seismic data of about 100 sq. km. (approximate full fold area – exact area to be estimated from actual data) in Bhaskar Field to fulfil the above-mentioned objectives. The scope of this project includes:

- (i) 4D Seismic Data Interpretation using Base and Monitor 3D seismic surveys in the said field by expert manpower having land 4D seismic interpretation experience. QI study for identifying infill development well location by analysing effect of bypassed oil zone, effect of change of reservoir pressure, effect of change of OWC on seismic data and other attributes like time shift, change in velocity, P-Impedance, S-Impedance, Vp/Vs etc.

- (ii) Interpretation of the 3C shear-wave components (P-SV and P-SH) from the recently acquired land-seismic data, by utilizing specialized expertise and best international practices in 3C seismic data interpretation to support 4D interpretation and identification of additional hydrocarbon areas outside 2P boundary.

Location of 4D seismic data is shown in **Figure-1(yellow line)**.

Point	Latitude	Longitude
A	22° 30' 13.85"	72° 26' 57.50"
B	22° 30' 16.60"	72° 29' 50.81"
C	22° 18' 52.69"	72° 29' 59.50"
D	22° 18' 54.68"	72° 27' 0.31"
E	22° 27' 59.91"	72° 26' 59.86"
F	22° 28' 0.15"	72° 28' 0.26"
G	22° 29' 10.06"	72° 27' 59.10"
H	22° 29' 10.96"	72° 26' 58.40"

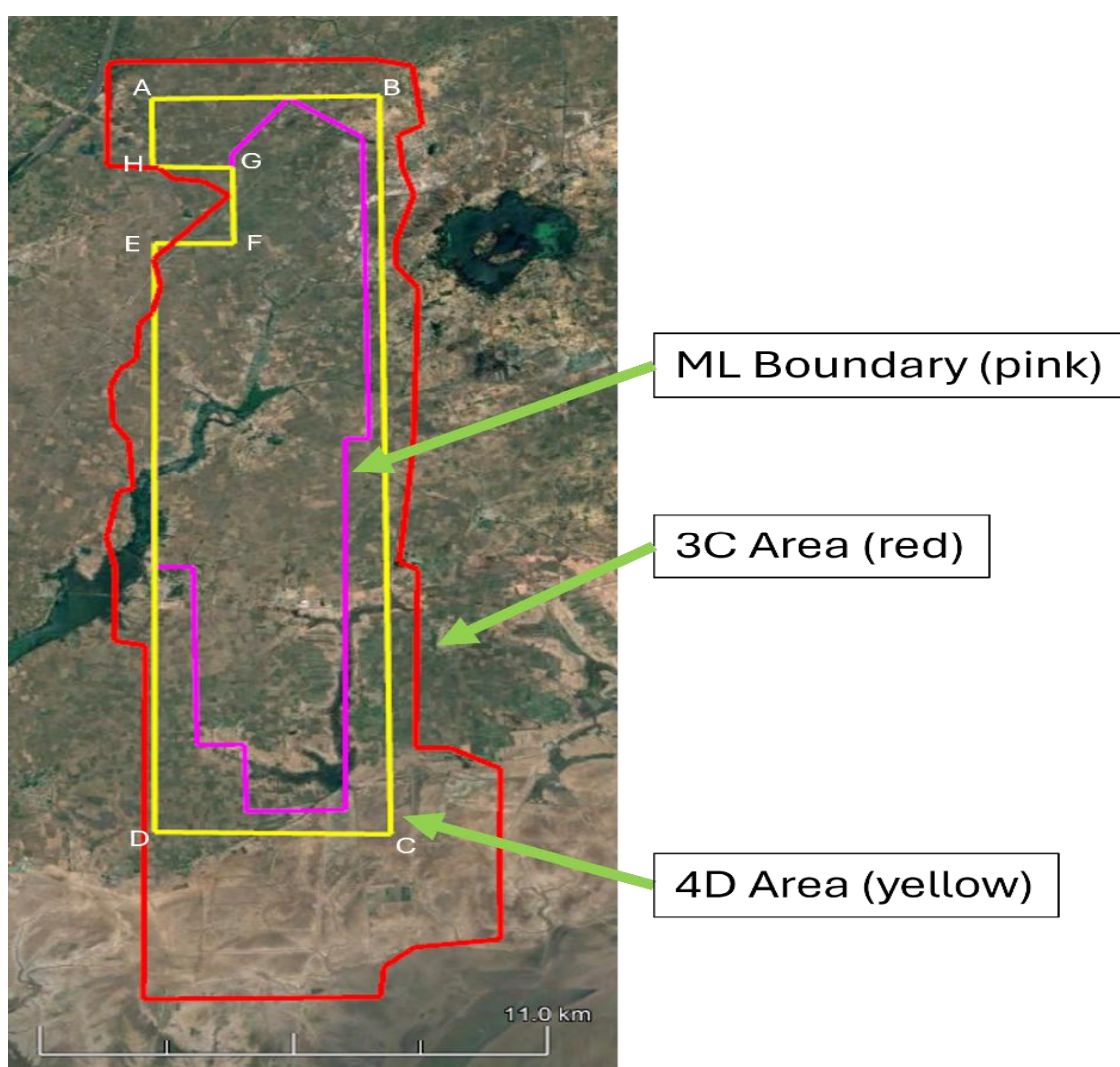


Figure 1: Full Fold Area for 4D (Yellow) and 3C (White) Seismic Data

About Bhaskar Field and Survey Area

Geology of the field

Bhaskar field is located in Cambay basin, on-land part of Gujarat. Cambay basin is an Intra-cratonic Rift basin located in the north-western part of Indian peninsula. North-South trending rift grabens developed in the basin. The basin is divided into several sub-basins. Sub-basins are separated by East-West trending transform faults or the ridges which are rift accommodation zones. Bhaskar field is located in Tarapur sub-basin of Cambay basin. The fault trends within the basin are oriented parallel to the basin margin. But locally, nearer to the Transverse ridges, the fault orientation might vary.

Miocene Basal Sand (MBS) within Babaguru Formation is the producing reservoir in Bhaskar Field. The reservoir sand was deposited during transgression phase. Sands were deposited in Fluvio-Estuarine tide dominated environment. MBS fluvial deposition was influenced by tidal activities in the southern part of the field. Reservoir morphology is dominated by channelized deposits with tidal bars.

Reservoir sands

Reservoir sands lie at a depth of 1200-1500 m (TVDSS). Reservoir sand of Bhaskar field is characterized dominantly by fining-up sequence and occasionally by blocky/coarsening up sands at the basal part of the sequence. The gross thickness of the sand is up to 30 m. MBS upper sand unit is disconnected across the field whereas the MBS middle and lower units are connected in major parts of the field. Sand units are disconnected vertically. MBS reservoir is laterally separated by major faults which divides the field into several pools with different OWC. Average porosity of the gross sand unit varies from 20-30%. Average permeability of the sand unit varies from 200-3000 mD.

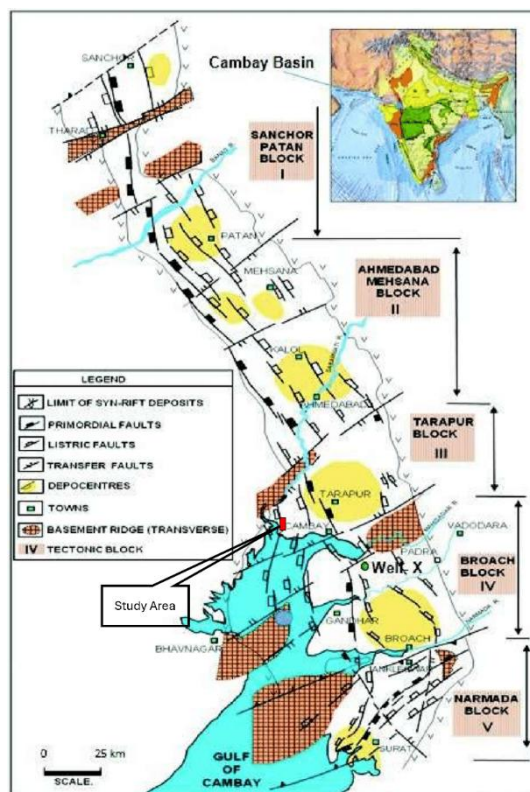


Figure 1: Tectonic Map of Cambay Basin

Production History

Bhaskar field has more than forty (40) producing wells spread over multiple oil pools till the completion of 4D seismic data acquisition. The field has been producing oil & gas since 2019 from all the pools. The wells were drilled even during the 3D monitor seismic acquisition. The reservoir pressure of different MBS units are different now than initial pressure, because of production, reservoir quality and vertical discontinuity. The new production wells were drilled between 2019 to 2026 and still continued, while production was continuing from the existing wells. More production wells are still being drilled. So, the reservoir pressure variation across the entire field will be significant. Oil Water Contact (OWC) varies from north to south. In some pools, it is observed to be shallower than original OWC due to production of oil during last seven years.

The Projection System

Ellipsoid Properties	WGS 84
Semi Major Axis	6378137.000
Semi Minor Axis	6356752.3142
Flattening	1/f 298.25722
Geoid Model	EGM 1996/2008 (Global) or latest
Vertical Datum	ELEVATION DERIVED FROM EGM 1996/2008 or latest
Projection type	UTM

Transverse Mercator	ZONE 43 NORTH
Latitude at origin	0° 00' 00.00000" N
Longitude at origin	75° 00' 00.00000" E
Scale factor	0.99960000
False easting	500000.000m
False northing	0.000m
Unit of measurement	International meters

Acquisition Parameters

Base and Monitor Survey

The 3D seismic data of Base survey was acquired and processed during 2006-07. The acquisition and processing were done using bin size of 15m X 30m. Monitor seismic survey data acquired with the bin size of 15 m X 15 m in 2026. The processed output is available both in 15 x 15 and 15 x 30 m grid. The acquisition parameters for Base and Monitor surveys are as under:

	Base Survey	Monitor Survey
Data Recording		
Instrument	Sercel 408 UL	Sercel Node system (MEMS / Digital sensors)
Low cut filter	Out	Out
High cut filter	0.8 of Nyquist frequency	0.8 of Nyquist frequency
Record Length	8 s	16 s
Sample Rate	2 ms	2ms
Format	SEG-D revision 1/3590E	SEG-D V3.1 (Demultiplexed)
Source		
Source type	Explosive (dynamite)	Explosive (dynamite)
Source Interval	60 m	30 m
Source Parameters	2.5 kg per hole, 15-40 m depth	2.5 kg per hole, 24-32 m depth
Source Line Azimuth	0.0°	0.0°
Receiver		
Type of Geophones	Sercel SM-24	WING DFU 3C
Receiver Interval	30 m	30 m
Number of Geophones/channels	12	NA
Receiver pattern	Linear spread with spacing of 2.5 m	N/A
Receiver line azimuth	90.0°	90.0°
Spread		
Source interval (m)	60	30
Source line spacing (m)	360	360
Group/Receiver interval (m)	30	30

Receiver line spacing (m)	360	360
No. of receiver lines	10	10
No. of active channels per line	192	192
Number of active channels per shot	1920	1920
Receiver line orientation	E-W	E-W
Geometry	Orthogonal (with symmetrical split spread)	Orthogonal (with symmetrical split spread)
Bin size (m x m)	15 x 30	15 x 15
Nominal Fold	40	40
Near offset (m)	35	35
Far in-line offset (m)	2865	2865
Max. offset (m)	3806	3806
Full fold area (Sq. km)	≈100	≈100 (exact to be estimated from actual data)

Processing sequence

Following are the processing steps that were carried out for both base and monitor Survey:

- Reformat to internal format
- Geometry Merge
- Initial time gain
- First break analysis and primary static calculation
- De-spiking and denoise
- GR and linear noise attenuation
- Additional denoise
- Surface consistent deconvolution
- Velocity analysis (1km x 1km)
- Surface consistent amplitude correction
- Global amplitude scalar
- Global time shift
- 4D binning
- 3D amplitude de-stripping
- 4D amplitude de-stripping
- 4D time-shift de-stripping
- Data regularization
- Additional denoise and trace edits
- PSTM velocity analysis (500m x 500m)
- Velocity model building
- Pre-stack Kirchhoff time migration / Pre-stack Kirchhoff depth migration
- Residual velocity analysis (60m x 60m)
- Residual denoise and random noise attenuation
- Outer mute
- Stack
- Time variant scaling
- Time variant filtering
- 4D matching (of two vintages)
- Band-pass filter
- Local amplitude matching
- Time variant scaling
- Final 4D stacks

Input data

- Well data,
 - Well Logs, Well Tops, VSPs and Deviation Data
 - Reports
 - Production Data
 - Saturation data
 - Pressure data
 - Any other data available with SunPetro and useful for the study
- Seismic data: Full stack and Five Angle Stacks – Raw and Final
- Raw and Final Offset Gathers
- Velocities
- Time-shift Volume
- Other 4D attribute Volumes (If any)

4D Interpretation – Objectives

- To identify swept, un-swept and bypassed reservoir zones
- To characterize pressure and saturation changes
- To map fluid-contact movements
- To detect reservoir compartmentalization
- To identify infill drilling and workover opportunities
- To assess geo-mechanical effects
- To identify new left-out areas within ML boundary

4D Interpretation Workflow

The workflow mentioned below is indicative workflow for the project. However, the contractor will submit the detailed workflow to meet the above-mentioned objectives. “Close the loop” technology may also be used for better interpretation.

Data conditioning

- (i) **Seismic data conditioning (if required)**
- (ii) **Well Logs conditioning**

Apply environmental corrections, edit, splice, de-spike and normalize etc. on all logs. Identify data gaps and generate missing and required logs, (if any), using AI-ML algorithms.

Petrophysical Interpretation & Modelling

Log QC and Conditioning for optimal petrophysical evaluation, execute formation evaluation from basic to advanced petrophysical workflows such as Vsh, porosity, Sw, interpretation & multi-minerality modelling, Core and SCAL data integration.

Rock Physics and AVO Modelling

Build field-specific Rock Physics Templates (RPT) calibrated to well data. Perform rock physics modelling based on fluid properties, fluid saturation change, pressure sensitivity, etc. to model expected seismic responses for oil and brine saturation scenarios. To model the AVO responses based on lithology and presence of fluid in the reservoir for integrating the result with QI study. Document and quantify differential sensitivity of PP (fluid-sensitive) vs PS (fluid-insensitive) data.

- (i) **Seismic to Well Tie**
Extract wavelets from base and monitor surveys independently.
- (ii) **Time stamping**
Times of well log recording are variable. To associate new seismic with old wells and bring all wells to seismic time level, time stamping to be done based on different types of data like pressure, XRD, etc.
- (iii) **Structural interpretation and mapping**
Interpret faults, reservoir top and base horizons on both PP and PS volumes and validate all picks against well tops. Assess depth consistency of horizons between PP and PS domain – discrepancies indicate Vp/Vs variation.
- (iv) **Interpret time-shift volume**
Compute full time-shift volumes by cross-correlating base and monitor survey (if required).
- (v) **4D Amplitude difference analysis**
Extract 4D amplitude difference maps (base minus monitor) within the reservoir window using NRMS method. Map positive and negative anomalies and interpret in terms of fluid movement

and pressure changes.

(vi) PP and PS Seismic Attribute extraction

Extract PP seismic attributes within the reservoir window from base, monitor and difference volumes to analyse the effect of change in oil saturation, pressure, etc. Extract PS amplitude maps and attribute volumes within the reservoir window and interpret PS amplitude anomalies in terms of shear modulus changes (oil, lithology, anisotropy & pressure) and hydrocarbon presence.

(vii) 4D Inversion

Perform simultaneous inversion on base and monitor surveys to derive I_p , I_s , V_p/V_s , and density volumes. Compute 4D difference inversion volumes ($\Delta I_p, \Delta I_s, \Delta V_p/V_s$). Validate against blind wells withheld from model building.

(viii) Elastic Property Volume Derivation

Compute derived elastic property volumes from inversion results: $\lambda\rho$, $\mu\rho$, bulk modulus (K), shear modulus (G), Poisson's ratio, and Young's modulus — for base, monitor, and 4D difference.

(ix) PP-PS Registration (Depth Alignment)

Align PP and PS images to a common depth framework using V_p/V_s derived from wells and velocity models. Validate registration at well locations. Apply residual shift corrections. Produce depth-registered PP and PS volumes.

(x) Fluid contact and swept & unswept zone mapping

Map OWC position in base and monitor surveys using well calibration and 4D attribute/inversion results. Delineate swept and un-swept reservoir zones based on 4D amplitude, impedance change, and V_p/V_s . Identify reservoir compartments, baffles, and barriers controlling sweep. Assign confidence levels (high/medium/low) to all interpreted zones.

(xi) V_p/V_s Ratio Mapping

Derive V_p/V_s ratio volumes from PP and PS travel-time ratios using the depth-registered datasets. Generate V_p/V_s maps for the reservoir interval in base and monitor surveys.

Interpretation

(i) Pressure-Saturation Separation

Apply quantitative pressure-saturation separation. Map pressure depletion and saturation change separately across the reservoir. Validate against well pressure and production data.

(ii) Lithology and Fluid Classification

Generate facies and fluid volumes.

(iii) Identification of swept & unswept area

Map fluid contacts, swept zones, bypassed pay and injection conformance using the multi-component dataset.

(iv) Geobody Extraction and Volumetrics

Delineate 3D geobodies corresponding to significant 4D anomalies. Estimate GRV and pore volume for each geobody.

(v) Infill and Workover Opportunity Ranking

Compile a ranked catalogue for infill and workover opportunities supported by 3C evidence. Each opportunity to include location, interval, supporting PP and PS evidence, and risk.

- **Infill:** prioritize remaining undrained rock between existing wells and compartmentalized blocks with demonstrable connectivity.
- **Workover:** prioritize existing wells where 3C evidence indicates bypassed pay, or a missed compartment.

The Contractor is encouraged to use any of its own developed technologies to improve results.

Key Personnel

- i. The project needs to be executed by expert professionals (Seismic interpreter, QI Geophysicist, Rock Physicist, Reservoir Engineer and Petrophysicist) from its center of excellence with reference to experience in handling 4D seismic interpretation and 4D inversion projects. Professionals to be allocated for this project should have a minimum of 15 years of industry experience and at least 10 years of experience in 4D projects. CVs of the team members are required to be furnished with reference to "relevant work experience".
- ii. The Contractor shall submit an undertaking that the experts /personnel to be deployed under this contract shall meet the above experience criteria. However, the CV's and experience certificates

towards satisfactory fulfilment of experience in respect of the experts /personnel shall be submitted for approval of SunPetro before deployment of the experts /personnel, SunPetro reserves the right to accept the deployment of the experts deemed suitable for the job.

- iii. The professionals assigned in the project will remain engaged during the currency of the project and will not move out of the project without completion of the assigned task.
- iv. In case the number of experts as mentioned above fall short, then SunPetro may stop the work till such time the specified number of experts are deployed. The consequences of any delay in project completion due to such stoppages of work shall be borne by the Contractor.

Location of Work

The project is to be carried out at the Contractor's center of excellence where most experienced, best experts and required hardware / software are available to take up the job.

Software Preferred

The bid should clearly indicate the proposed software to be used with a brief description of the software. The contractor may choose its own preferred software for the best results. However, all the deliverables should be provided in standard format (*.segy, *.las, *.ascii etc.).

Weekly meeting and Reports

Every week a virtual progress review meeting will be conducted. Presentation of Weekly review meeting will have to be submitted to SunPetro one day prior to the meeting.

This weekly review report will include:

- A summary of the work progress
- A description of results obtained, and technical solutions selected. A description of any problems that was encountered and suggested solutions to solve them.
- A description of any technical issues, which may affect the quality and/or turnaround time of the project. This will require a review from the Client for decision-making.

During weekly meetings, the Contractor shall present to SunPetro the optimal parameters—determined through multi-variable testing—and recommended processes for mutual approval prior to proceeding to the subsequent stage.

Final Meeting/Presentation

The final presentation will take place before the draft of the final report is issued, with the aim of incorporating suggestions and comments from SunPetro before finalizing the Report.

A week long close-out workshop may be organized at SunPetro's office in Mumbai or at Contractor office. It will allow for a detailed presentation of the results to the SunPetro team and an in-depth discussion of their implications.

Deliverables

The following data/deliverables (3 copies – 2 Hard Drive and one LTO-9 Cartridge) are to be submitted to SunPetro as a part of the standard interpretation sequence. Any other output generated during the course of study is also to be provided to SunPetro.

	Deliverable	Format	Media
General	Data Loading & QAQC Report	PDF	Hard Disk
	Weekly Presentations	PDF	Hard Disk
Petrophysics	Final processed well logs (conditioned with petrophysical interpretation) (PHIT, PHIE, Vclay, Swt, Swe, other minerals etc.)	LAS	Hard Disk
Well-Tie	• Final TDR for all wells • Wavelets for each angle stacks • Wavelets used for offset gathers • Final Synthetic Seismogram	ASCII SEG Y	Hard Disk
Rock Physics	• Power Point Reports • Calibrated Rock Physics Model and	PDF LAS	Hard Disk

	Parameters for Target Zone • Edited Final In-situ Log and Final Facies Logs • AVO Modelling Scenarios Results • Fluid and Facies Replacement Modelling Scenarios Results • Rock Physics Templates • Modelled Elastic Curves	SEG Y ASCII PDF	
4D Feasibility Study	• Power Point Reports including study wells • Final Elastic and Facies Log Curves • 1D Synthetic Seismic Angle Gathers for In-Situ and Modelled Scenarios	PDF LAS SEG Y ASCII	Hard Disk
2D Modelling	• 2D Synthetic Seismic Angle Stacks (Number of Stacks to be decided based on Modelling) for In-Situ and Modelled Scenarios • Study Well Results • Power Point Reports	PDF ASCII LAS SEG Y	Hard disk
Seismic Conditioning	• Conditioned and Cross-Equalized Gathers and Angle Stacks • Conditioned and Cross-Equalized Full Stacks • Power point reports	SEG Y	Hard Disk
4D Outputs (For and Baseline Monitor Surveys)	Time-shift Seismic Volume	SEG Y	Hard Disk
	Relative Velocity Changes Volume	SEG Y	Hard Disk
	Facies and fluid Volume	SEG Y	Hard Disk
	Elastic & Inverted Property Volumes (V_p , V_s , V_p/V_s , Density etc.)	SEG Y	Hard Disk
	Reservoir Property Volumes (ϕ , V-clay, S_w)	SEG Y	Hard Disk
	Fluid Saturation and Pressure Changes Volume (S_w , S_o , P)	SEG Y	Hard Disk
	NRMS Maps	ASCII & PDF	Hard Disk
	Horizon Maps (Time & Depth)	ASCII & PDF	Hard Disk
	Maps & section showing OWC and Swept/Unswept Areas, pressure & saturation changes	ASCII & PDF	Hard Disk
	4D seismic attribute maps (If any)	ASCII & PDF	Hard Disk
	Difference volumes for time shift, amplitude balancing, attribute, derived elastic properties etc.	SEG Y	Hard Disk
	Extracted Geobodies	ASCII & SEG Y	Hard Disk
General	Well Tops (if modified)	ASCII	Hard Disk
	Faults Polygon and Fault Sticks	ASCII	Hard Disk
Final Report	Integrated 4D Interpretation report	PDF	Hard Disk & Hard copy

SECTION-6

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

6.1 TECHNICAL EVALUATION CRITERIA

6.1.1 Bid should be complete in all respect covering all the scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literatures wherever required. Incomplete and non-conforming bid to the specifications will be rejected outright.

The bidder has to quote for all the Categories of specified in the Scope of Work (SoW).

6.1.2 Bidders must meet the following experience criteria:

- a. The bidder should execute the project at its Centre of Excellence (CoE) which has executed similar kind of projects. The address of the CoE and details of the projects executed at the CoE to be submitted along with the bid with undertaking.
- b. The bidder should have executed at least two (02) similar kind of projects of offshore/ onland in the last 5 (five) years.
- c. The key personnel of the bidder to execute the project should have minimum of Ten years of relevant experience in execution of the similar project. CVs of the key personnel are to be submitted along with the bid.
- d. Bidder should confirm ability to deploy latest industry technologies for 4D and 3C seismic data interpretation. Self-declaration with the list of technologies to be submitted along with the bid.
- e. Bidder to submit the complete list of software, hardware and peripheral equipment required to complete the envisaged work as per SoW along with the technical bid.
- f. The bidder is allowed to quote as individual company or joint venture. The bidder, - company / -Joint venture/ consortium - along with its technical collaborator / joint venture partner, if any, should meet the criteria laid down in paragraph a) and b) above.

6.2 Financial Evaluation Criteria

- a) The bidder should have average yearly turnover for last three financial years (2022-23, 2023-24 and 2024-25) INR 10 Crore 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.

6.3 Commercial Evaluation Criteria

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

6.4 General

Bidders to note the followings:

- a) Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.
- b) In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.
- c) In case any contradiction between BEC and a clause appearing elsewhere in the bidding

document, provision of BEC shall supersede all such clauses.

- d) Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.

6.5 Joint Venture / Consortium Bidder's Bid

1. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
2. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium whose past experience and technical capabilities matches with the BEC. However the contract shall be awarded with joint and several liabilities on all the parties to the consortium / joint venture.
3. In case of Joint venture / Consortium Bid, following additional requirements must also be satisfied:
 1. Indian bidders whose proposal for technical collaboration / Joint Venture / consortium involves foreign equity participation / or payment of royalty and / or a lump-sum for technical know-how and wherever Govt. approval is necessary on their application submitted to SIA (Secretariat for Industrial Assistance), are required to submit:
 - A copy of Govt. approval, along with techno-commercial bid (if already granted).
 - OR
 - Furnish an undertaking to submit a copy of the required approval prior to the date of price bid opening.
 2. Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.
- ii. MOU / Agreement concluded by the bidder with technical collaborator / joint venture / Consortium partner (in case of joint venture), should also be addressed to Sun Petro, clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract. A statement to this effect shall be included in the authorization / nomination/ MOU / Agreement by all members / partners of JV / consortium.

6.5 GENERAL

Bidders to note the followings:

- a. Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.
- b. In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.
- c. In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- d. Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company
- e. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), for providing similar nature of services in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down above.

SECTION – 7

RESPONSIBILITY MATRIX

RESPONSIBILITY MATRIX

S. No.	Item Description	Scope		Cost	
		Contractor	SunPetro	Contractor	SunPetro
1	Preparation of work schedule	√	√	√	
2	Provision of the necessary qualified personnel required to complete the project.	√		√	
3	Ensuring that all equipment is in good condition and operating in conformance with the manufacturer's specifications.	√		√	
4	Provide available technical data related to Fields at SunPetro premises		√		√
5	QC and validation of data	√	√	√	
6	Presentation of periodic update on the work progress	√		√	
7	Review and QC of work progress till project completion	√	√	√	
8	Meetings at contractor's office (availability of technical experts and resources)	√	√	√	
10	Meeting at SunPetro office (facilities and meeting rooms)	√	√		√
11	Any other related work/item required for completion of job but not specifically mentioned	√		√	
12	Technical evaluation and conclusion of the work and final report submission	√		√	
13	Delivery of reports, data , logs, DVDs etc.	√		√	
14	Manpower, equipment, tools and facilities to perform the services as per SOW	√		√	
15	Statutory clearances/permissions to carry out the project/services.	√	√	√	
16	Logistic arrangements such as Travel expenses, immigration cost (VISA etc.), lodging & boarding, local transportation, health insurance, medical facilities etc. for the Contractor's personnel and third party of contractor's group	√		√	
17	Logistic arrangements such as Travel expenses, immigration cost (VISA etc.), lodging & boarding, local transportation, health insurance, medical facilities etc. for the Company's personnel and third party of company's group		√		√
18	Insurance of personnel and equipment of the Contractor's group	√		√	
19	Insurance of personnel and equipment of the Company's group		√		√
20	Implementation of a stringent safety management system.	√		√	

OBLIGATION OF CONTRACTOR

- i. Contractor at its cost shall arrange mobilization of their resources required for job execution under the Contract up to the area of operations, including clearance of their equipment, spare parts, consumable, etc. from customs, if any. All expenditure in this process like payment of freight, insurance, Customs Duty, port rent, demurrage, octroi & entry tax etc. shall be borne by the Contractor.

- ii. The Contractor shall maintain sufficient stocks of related spares & consumables to ensure uninterrupted operation throughout the contractual period and keep their equipment in good working order all throughout, including up gradation of software's, if necessary.
- iii. The Contractor shall perform the work in most economic & cost effective manner and perform all other obligations, work and services which are required by the terms of the Contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- iv. The Contractor shall furnish the list of key personnel along with their Bio-data in support of their technical bid as well as prior to the commencement of work, if awarded. The bio-data shall include the name, nationality, qualification, experience and passport details.
- v. Contractor shall arrange at their own cost all consumables & accessories as may be needed for the work and shall carry sufficient stocks of these items for uninterrupted operation.
- vi. Contractor shall maintain proper account of the consumption of fuel and shall submit online daily, weekly and monthly consumption/stock statements.
- vii. Contractor shall arrange both lodging and boarding facilities for Company Geophysicists/Representatives (at least for two person) at project location. The facilities to the Company's representatives shall be at par with senior expatriate staff. In addition to above, Govt. of India officials in various capacities including but not limited to representatives of MoP&NG/ DGH/ SunPetro's management/Local authorities shall visit the during project period for deliberations/QC checks etc. Contractor shall arrange for both lodging and boarding apart from local conveyance at no extra cost to Company.
- viii. Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc.

OBLIGATIONS OF COMPANY

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

SECTION - 8

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

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

Sl. No.	Description	UOM	Qty	Lump Sum (INR/USD)	Unit Rate (INR/USD)
1	4D Interpretation Services – Full Fold Area (approx. 100 Sq. Km.) – Onland	per sq km	100 Sq. Km. (Approx Full fold) *		

* ***The quantity of 100 Sq. Km. is indicative/approximate and shall be used for tender evaluation. Payment shall be made based on the actual area of services completed and accepted by SunPetro at the quoted unit rate.***

NOTES:

- The quantity indicated in the Price Schedule is approximate and for tender evaluation purposes only. The actual quantity shall be as per the requirement of Sun Petrochemicals Private Limited (SunPetro) and shall be measured/considered based on the actual area for which the 4D Data Interpretation Services are required.
- The bidder shall quote the Unit Rate per Sq. Km. for carrying out the complete 4D Data Interpretation Services as per the Scope of Work, Technical Specifications and other requirements of the Tender.
- The quoted Unit Rate shall be all-inclusive for complete execution of the scope, including all manpower, software, hardware, processing, interpretation, data loading/handling, quality control, supervision, report generation, deliverables and all other incidental expenses required for satisfactory completion of the services, unless specifically stated otherwise in the Tender.
- The quoted rates shall remain firm and fixed during the entire contract period and no escalation shall be payable, unless otherwise specifically provided in the Tender.
- GST shall be payable extra at the applicable rate, subject to submission of valid tax invoice and compliance with applicable statutory requirements. All other applicable taxes, duties, levies, cess and statutory charges, if any, shall be dealt with as specified in the Tender.
- The bidder shall quote rates in INR/USD as specified in the Tender. The currency quoted by the bidder shall remain unchanged throughout the tender and contract period.
- The Lump Sum Amount, wherever indicated in the Price Schedule, shall be calculated based on the quoted Unit Rate multiplied by the indicated quantity. In case of any discrepancy between the quoted Unit Rate and the calculated Lump Sum Amount, the Unit Rate shall prevail for evaluation and payment purposes.
- Payment shall be made based on the actual work & area completed and accepted by SunPetro, multiplied by the applicable Unit Rate, subject to the terms and conditions of the Tender/Contract.
- The bidder shall ensure that the quoted rates are sufficient to cover the entire scope of work. No additional payment shall be admissible for activities, resources or expenses that are reasonably required for completion of the specified scope but are not separately identified in the Price Schedule.
- Any increase or decrease in the actual area of work from the indicative quantity of 100 Sq. Km. shall not entitle the Contractor to any change in the quoted Unit Rate. The actual quantity shall be executed as per SunPetro's requirement and applicable contract provisions.
- The bidder shall carefully examine the Scope of Work, Technical Specifications, tender drawings/data requirements, deliverables and all other tender documents before quoting. The quoted rates shall be deemed to include compliance with all such requirements.
- The Price Schedule shall be read in conjunction with the Scope of Work, Technical Specifications, Instructions to Bidders, General/Commercial Terms and Conditions and other provisions of the Tender. In case of any discrepancy, the provisions of the Tender shall prevail.

ANNEXURE – 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____
NOT BID _____

Reason for no Bid
 (optional): _____

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

Transmittal via facsimile:
 ATTENTION
 Head –Supply Chain Management
 SUN PETROCHEMICALS PVT. LTD.
 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
 Powai, Mumbai - 400 072, Maharashtra, BHARAT.
 Tel: +91 22 69325300, + 91 22 28470484
 Email: dheeraj.paroach@sunpetro.com

ANNEXURE – 2

BID BOND FORMAT

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

WHEREAS:

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

NOW, THEREFORE,

- (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :) _____ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders) and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in favor of Company, if Tenderer fails to perform its obligations as set forth below:
 - (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
 - (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
 - (a) Fails or refuses to execute the agreed Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
 - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
 - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

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

- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of Company or the Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.
IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day of _____ for and on behalf of (_____)

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

- a) If the Tender is withdrawn during the validity period or any extension thereof.
 - b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the Contract.
 - c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
 - d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 15 days of the issue of the Letter of Intent/Award.
 - e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.
- 3.** The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per Clause mentioned in the Instructions to Bidders.
YES / NO
6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO
7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first thirty six (36) months and 12 months extension period if exercised.
YES / NO
8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO
9. Has the bidder confirmed the Commencement Date?
YES / NO
10. Confirm acceptance of Insurance liability as per Clause of the Model Contract.
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.
YES / NO
12. Confirm acceptance of Liquidated Damages provision as per the Model Contract.
YES / NO
13. Confirm acceptance provision for Arbitration as per Clause of the Model contract.
YES / NO
14. Confirm acceptance Taxes and Duties provision as per of the Model Contract.
YES / NO
15. Confirm whether Unpriced Technical bid with all annexures and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that Price

Schedule of the Unprized Technical bid is blank.
YES / NO

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

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

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

Tender No. - _____

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.- _____

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE -5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From:

To:

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

ANNEXURE -8**PROFORMA OF PERFORMANCE BANK GUARANTEE**

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

To,
Sun Petrochemicals Pvt. Ltd. (SunPetro)
8th, 9th & 10th Floors, ATL Corporate Park,
Saki Vihar Road, Powai,
Mumbai - 400 072, Maharashtra,
BHARAT

Bank Guarantee No.:

Date:

Expiry Date:

This Guarantee is made on this _____ day of _____ 2026 by, _____ (Bank name and incorporation details) having its registered office at _____ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour of **Sun Petrochemicals Pvt. Ltd.**, a company registered under Part IX of the Companies Act, 1956 (CIN: U24219MH1995PTC464242) and having its registered office at 1004, 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai-400072 and its Corporate office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, 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 Letter of Award/Rate Contract /Purchase Order/Contract/Work Order No. _____ dated _____ hereinafter referred to as the "LOA/RC/PO/WO/Contract") in favour of _____, a company registered under the laws of _____ having its registered office at _____ (hereinafter referred as the "**CONTRACTOR/CONSULTANT**" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) for _____ (hereinafter referred to as the "PRODUCT" or "SERVICE).

B. In accordance with the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order the CONTRACTOR/CONSULTANT has agreed to provide a Guarantee for Performance of the Letter of Award/Rate Contract /Purchase Order/Contract/Work Order in form of Bank Guarantee issued by a nationalized/Scheduled Bank for the sum specified therein.

In consideration of the COMPANY having issued a Letter of Award/Rate Contract /Purchase Order/Contract/Work Order with the CONTRACTOR/CONSULTANT for the supply of the PRODUCT/SERVICE; 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/delivery of the PRODUCT/SERVICE supplied/rendered against the LOA/RC/PO/WO/Contract, 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 absolute, unequivocal, conclusive and binding on the GUARANTOR as regards the amount due and payable, notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.

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

1. We, the Bank further agree that:
 - 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/CONSULTANT 's liabilities.
 - this Guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONTRACTOR/CONSULTANT in the event of any breach of the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order or unsatisfactory performance or failure or malfunctioning of the PRODUCT supplied/SERVICE rendered against the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order and giving of time by the COMPANY for repayment thereof, shall not in any way relieve the GUARANTOR of his liability under this Guarantee.
 - this Guarantee shall not in any way be affected by the change in the constitution of the CONTRACTOR/CONSULTANT or by the fact that the CONTRACTOR/CONSULTANT 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.
 - this Guarantee shall continue to be in force notwithstanding the discharge of the CONTRACTOR/CONSULTANT 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/CONSULTANT in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order being satisfied.
 - this Guarantee shall be in addition to and not in substitution for any other Guarantee or security from the CONTRACTOR/CONSULTANT to be given to the COMPANY in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order.
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:
 - our liability under this bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only);
 - this bank Guarantee shall be valid upto _____ and
4. 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 _____. If a claim has been received by us on or before the said date, all the rights of the COMPANY under this Guarantee shall be valid and shall not cease until the claim has been satisfied.
5. All Claims of the COMPANY (beneficiary) against this Guarantee, shall be remitted by the(GUARANTOR) to the following account of the COMPANY only through electronic transfer of funds, unless otherwise specifically communicated by the COMPANY:
 - 1) Beneficiary Account Name: Sun Petrochemicals Private Limited
 - 2) Bank Name: ICICI Bank Limited
 - 3) Bank Account Number.: 054405013167
 - 4) IFSC Code: ICIC0000544

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

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

PLACE:

DATE:

Address:

IN PRESENCE OF:

1.

2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

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

ANNEXURE - 10

CUSTOMS NOTIFICATION

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

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

- a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Job Responsibility	Number On Location	Total Number

ANNEXURE-12 (B)

PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL

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

Note:

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

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

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

Sign & Stamp:_____

Name of the Bidder:_____

ANNEXURE-14

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

TO BE IMPORTED IN CONNECTION WITH EXECUTION

OF THE CONTRACT SHOWING CIF VALUE

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

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

Sign & Stamp:_____

Name of the Bidder:_____

ANNEXURE-15

PROVISIONAL ACCEPTANCE CERTIFICATE

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

Date:

DESCRIPTION OF SUPPLIES / SERVICE:

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

EXCEPTIONS TO COMPLETION**Ref: PROVISIONAL ACCEPTANCE CERTIFICATE**

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

ANNEXURE-16

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/PURCHASE ORDER (PO) NO:

Date:

DESCRIPTION OF SUPPLIES

.....

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

END OF TENDER DOCUMENT