

**Tender Document**  
**for**  
**Sale of Produced Oil /Test Oil**  
**from**  
**Baola & Modhera Field, Gujarat**

**Tender No.: SunPetro/B&M/Sale of Oil/2022-23/SPPL-141**



**SUN PETROCHEMICALS PRIVATE LIMITED**  
**(SunPetro )**  
8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,  
Saki Vihar Road, Chandivali, Powai,  
Mumbai – 400072

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## **SECTION- 1**

### **INVITATION TO BID (ITB)**

## **Sun Petrochemicals Private Limited**

### **Commercial & Supply Chain Management**

8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7,  
Saki Vihar Road, Chandivali, Powai, Mumbai – 400072

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

CIN: U24219GJ1995PTC028519

Ref. No. SunPetro/B&M/Sale of Oil/2022-23/SPPL-141

Date:07.04.2023

### **INVITATION TO BID [ITB]**

**Sub: Tender for Sale of Produced Oil /Test Oil & Pit Oil from Baola & Modhera Field, Gujarat**

**Tender No.: SunPetro/B&M/Sale of Oil/2022-23/SPPL-141**

**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, under **TWO 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 the 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 envelope. Both envelopes 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/B&M/Sale of Oil/2022-23/SPPL-141
2]	Title of Tender	Sale of Produced Oil /Test Oil & Pit Oil from Baola & Modhera Field, Gujarat
3]	BRIEF Scope of Work	Sale of Produced Oil /Test Oil & Pit Oil from Baola & Modhera Field, Gujarat from 1. Baola Field 2. Modhera Field
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 bank as listed at Annexure-9 for an amount as specified below:  Indian Rupees : 5 Lakh
5]	Bid Validity	One Hundred Twenty (120) days
6]	Bid Bond Validity	One Hundred Fifty (150) days
7]	Last Date of Receipt of Queries From Bidders	Seven (7) days from the date of issue of this ITB
8]	Date of Pre-Bid Conference & Venue	If required, shall be held and schedule will be intimated

9]	Tender Closing Date & Time	28.04.2023 at 1500 hrs. IST
10]	Address For Correspondence /Tendering Office	8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072 e-mail: <a href="mailto:nihit.jain@sunpetro.com">nihit.jain@sunpetro.com</a> Kind Attn: Nihit Jain, Head –SCM
11]	Date of Mobilization	As per SOW & Intimation from SunPetro
12]	Validity of Contract period	3 years with option to extend 1 year more at same rates, terms and conditions
13]	Terms & Conditions of Contract	As per Section-3 of this tender Document
14]	Specific Requirement	It is desirable that the processing unit of the bidder is registered with MOEF/CBCP/GPCB/Respective State Pollution Board (as applicable) having environmentally sound management facilities for used/waste oil processing .
15]	Performance bank Guarantee	Rupees 25 Lakh

**NOTE:**

Receiving the tender from company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including BEC described in the tender

**1.2. Acknowledgement of Tender Document**

Bidder(s) receiving this 'Invitation To Bid' 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.

**1.3. Pricing Strategy**

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

**1.4 Evaluation Strategy**

Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) as per Section-6 and Rates.

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. The company will be under no obligation to provide reasons for accepting or rejecting any Bid.

**1.5 Award Strategy**

Single Agreement or Multiple Agreement(s), at SunPetro's discretion

**1.6 CHECK LIST**

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

**1.7 SUBMISSION OF BIDS**

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

**1.8 Bidders to note that Non-compliance with the bidding instructions, except as permitted in**

the Bid and/or late arrival of Bid shall result in Bid not being considered.

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

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

Please acknowledge the receipt of the tender document per Annexure#1 within Three (3) days from date of this ITB.

We look forward to receive your bid complete in all respect on or before due date and time of bid submission.

**Regards,**

**Nihit Jain**  
**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 Article of Agreement (AOA) and Detailed Scope of Agreement specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Rate Schedule (RS) 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 as well as Delivery period and installation & commissioning.
- 2.1.6 SunPetro 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 SunPetro may acquire or associates in future.
- 2.1.7 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

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

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

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

### 2.3 Use of English Language

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

### 2.4 Late Bids

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

### 2.5 Clarifications

Bidders must seek any clarifications with respect to the Tender Document after tender issue date up to the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: [nihit.jain@sunpetro.com](mailto:nihit.jain@sunpetro.com)

### 2.6 Submission of Bids

2.6.1 A two-Envelope single stage Competitive Bidding 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 – Commercial & Supply Chain Management  
SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)  
8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,  
Saki Vihar Road, Chandivali, Powai,  
Mumbai – 400072

- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.
- 2.6.9 In the Technical & Un-Priced Commercial Bid all the technical annexures should be submitted which would include compliance with Technical Specifications and all Price information should be left blank The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.
- 2.6.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of NOA.
- 2.7 Validity Period**  
The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. Company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.
- 2.8 Technical Proposal Requirement**  
The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.
- 2.9 Certificate & Inspection**  
At any time prior to supply / execution of the contract, or during the course of delivery / completion and thereafter, Company shall have the right to access materials and Supplier 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 equipment. 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) or any other currency 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 Quantity**  
The Company shall have a Right to split/divide the Quantity between two or more bidders at its sole discretion.

## **2.13 Payment Terms**

100 % advance payment before lifting of oil.

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

- 2.14.1 The Bidders shall quote their prices exclusive of all taxes and duties payable by the purchaser.
- 2.14.2 Bidder shall consider in their bid and shall be responsible to obtain at its own cost, all required Permits / Consents / Essentiality Certificates (EC) to avail concessional / Nil duties & taxes applicable for the field, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties (as per **Annexure #10**) and other duties on material / equipment imported into India. Company will provide reasonable assistance wherever required including obtaining all certificates including Essentiality Certificate for claiming Zero Custom Duty as applicable under PSC, but all expenses related to obtaining all such Permits, Consents etc. shall be to the Bidder's account.

## **2.15 Performance Bank guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for Rs 25 Lakh within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as given in *Annexure #8* from any of the nationalised or scheduled private banks as listed in the tender document *Annexure #9*. If the bidder does not submit the Performance Bank Guarantee as stipulated above, SunPetro 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.

Successful bidder's PBG shall be kept with SunPetro which shall be returned back after successfully completion of term of the Rate Contract and additional 90 days as referred above.

## **2.16 Change Orders & Rates:**

Company shall have the right to make changes, including additions to or deletions from the quantities 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.

## **2.17 Mobilization Period / Completion Period**

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

## **2.18 Bid Bond**

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

## **2.19 Annexures**

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

## **SECTION-3**

### **MODEL AGREEMENT**

- **Preamble of the Agreement**
- **Article of Agreement (AOA)**

## PREAMBLE OF THE AGREEMENT

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021

### BY AND BETWEEN

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

### AND

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

### RECITALS

**WHEREAS**, Company desires to have certain Services as hereinafter specified enter into a sale Agreement **for Sale of Produced Oil/Test Oil.** \_\_\_\_\_

**WHEREAS**, Contractor represents that it possesses the necessary premises, equipment, personnel and capability of Lifting of Produced Oil & Test Oil by means of Pump, Tanker loading, draining of free water, estimation of Oil quantity & quality of Produced Oil /Test Oil 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.

**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 Contractor to the Company and apply all equipment and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF AGREEMENT (ANNEXURE- ) and various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company , and the Contractor shall pay to the Company at the rates accepted ( Attached at ANNEXURE- ) 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 the Agreement
- 2] Articles of Agreement (AOA)
- 3] Special Terms & Condition
- 4] Specifications and Scope of services
- 5] Annexures

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

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

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

**Sun Petrochemicals Private Limited**

(COMPANY/SELLER)

Signature \_\_\_\_\_

Name:

Title:

In presence of wetness

1)Name

Title

Signature/Initials

2)Name

Title

Signature/Initials

\_\_\_\_\_  
(PURCHASER /CONTRACTOR)

Signature \_\_\_\_\_

Name:

Title:

1)Name

Title

Signature/Initials

2)Name

Title

Signature/Initials

## ARTICLE OF AGREEMENT (AOA)

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## ARTICLE OF AGREEMENT (AOA)

### 3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1** "Affiliate" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.
- 3.1.2** "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3** "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4** "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5** "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.
- 3.1.6** "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section 8* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 3.1.7** "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 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" / "Purchaser" 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 SunPetro.
- 3.1.11** "Contractor's Equipment" shall mean all the equipment(s), along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services, Tanker and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Agreement (SOA) 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 of Letter of Award or as mentioned for working as intimated by SunPetro to Contractor.

- 3.1.14** "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 3.1.15** "Company" / "Seller" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.16** "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.17** "Company Group" shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;
- 3.1.18** "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.19** "Custody Transfer Point" or "Delivery Point" shall be \_\_\_\_\_ where the title and risk of the Produced Oil/ Test Oil shall be transferred from Seller to the Purchaser.
- 3.1.20** "Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 3.1.21** "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.22** "Demobilization" shall mean the actual demobilization of contractor's equipment and contractor's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, repair of access roads to the full satisfaction of the Company. SunPetro will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.23** "Deviated / Directional Well" shall mean a Well drilled with the intention of being inclined from the vertical.
- 3.1.24** "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.
- 3.1.25** "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.
- 3.1.26** "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.
- 3.1.27** "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.
- 3.1.28** "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.
- 3.1.29** "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.
- 3.1.30** 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.
- 3.1.31** "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.
- 3.1.32** "Mobilization" shall mean the actual mobilization of the Contractor's equipment which are fit for operational requirements, along with auxiliary equipment and contractor's personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro, will issue the mobilization letter for the services as and when requirement comes.
- 3.1.33** "Operator" shall mean Sun Petrochemicals Private Limited(SunPetro) / Company
- 3.1.34** "PSC" shall mean the production-sharing contract entered into between the Government of India and SunPetro consortium as its consortium.
- 3.1.35** "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.36** "Purchaser" shall mean " Contractor"
- 3.1.37** "Reservoir Monitoring Services" shall mean the unit and tools capable the reservoir pressure, temperature and fluid level in the well using echometer as defined in the Scope of Work.
- 3.1.38** "Services" shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and SunPetro.
- 3.1.39** "Seller", "Sun Petro" / "SPPL" shall mean Sun Petrochemicals Private Limited .
- 3.1.40** "SunPetro's s Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.41** "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its contractors.
- 3.1.42** "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.43** "SunPetro Designated Base" shall mean well site as informed by Company. However, the contractor shall store/warehouse its equipment and materials at its own costs & risks.
- 3.1.44** "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.
- 3.1.45** "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.

- 3.1.46** "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.
- 3.1.47** "Vertical Wells" shall mean a well drilled with the intention of maintaining the well bore as close as possible to 90° to the surface of the earth.
- 3.1.48** "Well" shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.49** Deleted.
- 3.1.50** "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by SunPetro.
- 3.1.51** "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.
- 3.1.52** "Work" shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 3.1.53** "Work Site / Work Location" shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 3.1.54** Deleted.
- 3.1.55** "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.
- 3.2 DURATION OF THE AGREEMENT:**
- 3.2.1** Primary term of this agreement will be 3 years from the effective date of Contract / Agreement with a provision to extend for 1(one) more year on same rate, terms and conditions at sole discretion of SunPetro.
- 3.2.2 Commencement Date, Completion Date and Termination Date for rate applicability:**
- Commencement date : Date of Mobilization / Effective date of Contract
  - Completion date of contract : Expiry Date of Contract
  - Termination Date : Expiry of the Contract
- 3.3 Materials, Supplies, Equipment, Services And Personnel**  
Any item supply / services requested by Company during contract period to complete the Scope of agreement shall be provided by Contractor.
- 3.3.1** The Company has full right to delete any item (s) / service(s) from the contract. The payment will only be affected for the quantities of item(s) / Service(s) as certified by the company's representative.
- 3.4 INSPECTION OF MATERIALS**
- 3.4.1 Inspection of Company Equipment**  
Contractor shall have right to inspect and get satisfied on the company equipment, company will provide the full access to the contractor.
- 3.4.2 Inspection of Contractor Equipment**

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

### **3.5 COMPANY'S WORK COMPLETION PROGRAMME/ DELIVERY SCHEDULE**

#### **3.5.1 Work Programme/ Delivery schedule**

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

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

### **3.6 PERFORMANCE OF THE AGREEMENT**

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

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

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

#### **3.6.3 Discipline**

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

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

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

#### **3.6.4 Legal Requirements**

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

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

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

**ESI Act:**

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

**As per the Labour enactments:**

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

**Labour Welfare Cess:**

All prices are inclusive of all taxes including Labor welfare cess. The service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labor 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 Agreement shall terminate upon expiry of the Term of the Contract. The Contractor shall pay for the quantity lifted .

**A. Termination for Non- Mobilization or Non-commencement of Performance of Agreement**

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

**Consequences of Termination:**

Upon termination of Contract by Company under this sub-clause, the Contractor shall make all entitled any payment whatsoever to the Company. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.

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

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

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the scope of agreement accordance with the original work schedule and the contract; or
- c) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- d) Is in breach of Applicable Law; or
- e) Otherwise breaches the provisions of the contract or part thereof; or
- f) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- g) Fails to provide uninterrupted services/perform work.



**Consequences of Termination:**

Upon termination of Contract by Company under this sub-clause , the Contractor shall make all entitled any payment whatsoever. 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

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

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

**Consequences of Termination:**

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

**D. Termination for Convenience**

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

**E. Termination for non-performance or non-satisfactory performance**

The Contractor shall perform the work / lift the oil in accordance with GIPIP and the terms and conditions of the Contract. If the Contractor does not perform as per the Scope of agreement 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 make all entitled any payment whatsoever to the Company. 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

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

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

**3.7.3 Payment upon Termination:**

The Contractor shall promptly pay the unpaid amount of lifted Produced Oil /Test oil as per Contract Price.Obligations arising under this article shall survive the termination of the

contract.

### 3.7.4 De-hiring:

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

## 3.8 HEALTH, SAFETY & ENVIRONMENT (HSE)

### General

During bid evaluation stage, Contractor may also be evaluated on HSE. HSE evaluation shall be based on Contractor's response to the bid. Company may also conduct pre hire HSE audit of Contractor to assess their HSE capability.

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

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

Contractor to comply with all HSE requirements as required by Government of India, State Government, Government bodies & statutory requirements as required and applicable for provision of Scope of Work / under the Contract all the time.

### 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 is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.

3.8.1.4 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor



shall co-operate fully with, and rectify any deficiencies in compliance pointed out by the Company.

- 3.8.1.5 If during performance of the Services, Company's Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor's Personnel or Company's personnel, Company Equipment or any of Company's other contractors' plant, equipment or materials, then Company's Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
- 3.8.1.6 Incompetent person shall be at RISK to carry out critical operation. Hence all Contractor personnel need to be competent & trained to carry out assigned job. Training need for all Contractor's Employee shall be identified & accordingly shall be trained by the Contractor.
- 3.8.1.7 Required PPE to be identified & sufficient stock shall be maintained at all time. Also the Contractor's Employee shall be trained for uses of PPE.
- 3.8.1.8 Contractor shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.
- 3.8.1.9 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.
- 3.8.1.10 Contractor has to develop ERP jointly with Company & shall ensure awareness Training imparted to all concerned personnel. Mock drill (Table top) for critical scenario need to be conducted before Work over operation. Records to be maintained.
- 3.8.1.11 Contractor shall ensure PTW developed by Company and shall be followed.
- 3.8.1.12 Contractor shall maintain following Records:
  - 1. Employee detail
  - 2. Pre medical check-up record
- 3.8.1.13 In case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.

### **3.8.2 Environment**

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

3.8.2.3 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.

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

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

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

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

**3.9.2** In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The arbitral tribunal shall consist of sole arbitrator. The language shall be English. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judge of any of the High Court or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.

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

### **3.10 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**

Liquidated Damages will be applicable in following cases but not limited to:

- I. If the Contractor does not start to lift the material within four days (reasons not attributed to Company) from the date of issuance of lifting order, Liquidated Damage of Rs.5,000/- per day will be applicable subject to cap of maximum Rs.1,00,000/-. It will be applicable for each order.
- II. In case closure of the well is forced because of non-lifting of Produced Oil /Test Oil from the Site by the Contractor, Company reserves the right to make alternate arrangements for lifting of the Produced Oil /Test Oil. In this scenario the one and half time estimated loss to the Company be recovered from the available advance with Company or other

available options with the Company.

- III. The Company shall not be liable to the Contractor for providing the quantity of Produced Oil /Test Oil Produced Oil as mentioned in the lifting order. However, quantity will have to be finalized on mutual assessment at site to effect the advance payment by the contractor as stipulated above.
- 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:
- Terminate the Contractor or a portion or part of the Work thereof at any time during the term of the Contract and / or,
  - Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
  - Get the Work done by any other contractor at the risk and cost of the Contractor and/or,
  - 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.

### 3.12 NOTICES

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

### 3.13 APPLICABLE LAW

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

### 3.14 ACTS AND REGULATIONS, GUIDELINES

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

### 3.15 CONFIDENTIALITY

- 3.15.1** "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-
- is now or subsequently becomes publicly known or available without breach of this Contract;
  - was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
  - is required to be disclosed under any Applicable law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).

- 3.15.2** The Contractor shall hold the information confidential and shall not divulge or disclose the information, or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are

expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may imposed.

### 3.16 **ASSIGNMENT AND SUBCONTRACTING**

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

**3.16.2** Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor sub- contracts part of the Contract to a sub-contractor, Contractor shall ensure that sub order's reflect the requirements under this Contract and the Contractor shall furnish to the Company within one(1) 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** Company shall raise 3 days in advance 100% proforma invoice on daily basis payable within three days by the Contractor otherwise Company will not allow lifting of the **Produced Oil** /Test oil without prejudice to any other rights and remedies available in this contract and law of the land.

**3.17.2** The settlement of any invoices shall not be deemed acceptance of the Rates and shall not prejudice the right of Company to question the propriety of any less payment 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 seven (7) (60) days from the date of such claims.

**3.17.3** 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") .

**3.17.4** All payments to the Company under this Contract shall be made in the currency quoted by the Contractor or Indian Rupees The currency of price schedule shall not be allowed to be changed during the term of the Contract.

**3.17.5** 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 compensation /payment shall be made by Company for either the Standby rate, Stack Rate. Also no compensation/ payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

**3.17.6 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 accepted 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:**

The rates are inclusive of VAT charges (currently VAT is applicable) which shall be directly paid by SunPetro to tax authority. Contractor shall bear all income, corporate, property, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Contractor on account of the payments made by Contractor to Company as may be payable under the Applicable Laws and any amendments thereto. Service tax / GST if applicable shall be paid by contractor over and above the quoted prices and shall be paid to the Company. Contractor shall deposit applicable prevailing taxes with the Indian revenue authorities and provide Company all appropriate tax receipts and forms evidencing the deposit of these taxes. Contractor shall be responsible for filing returns of their income to Indian revenue authorities pursuant to this Contract in accordance with the prevailing taxation laws.

**3.18.2 Personnel Taxes**

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

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

Equipment, materials and supplies imported for use solely and exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable 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.

#### **Change in Law**

- 3.18.4.1** 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.
- 3.18.4.2** 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:

- A.** 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.
- B.** 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.
- C.** Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
- D.** 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.
- E.** 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.
- F.** The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

#### **General Conditions For Insurance**

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



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

### **3.20 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 entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.
- 3.20.3** At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4** Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
- 3.20.5** Contractor shall advise Company immediately in writing of any labor dispute or anticipated labour dispute, which may be expected to affect the performance of the Work.
- 3.20.6** Contractor shall use all 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 care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by SunPetro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.
- 3.20.8** SunPetro shall be entitled, without prejudice to any other rights or remedies available to SunPetro under this Contract or otherwise in law to object to and require Contractor to

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

### **3.20.9 Permits and Instructions**

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

### **3.21 FORCE MAJEURE**

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

- 3.21.1.1 Late delivery of materials/ equipment 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.

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 either party 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 Deleted**

**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 within 3 days of such occurrence .and Company shall have the right to claim 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**

**3.21.1 Indemnity by Contractor:**

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

a) personal injury, illness or death of:

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

**3.21.2 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).

**3.21.3 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.”

### **3.24.1 Contractor’s Material, Equipment, Services and Property**

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

- 3.24.2** - The Contractor shall indemnify and hold Company harmless from and against any claim, action, suit, proceeding, loss, liability, damage or expense (including, without limitation, reasonable attorney’s fees), directly or indirectly arising from or related to: (a) any breach by Contractor of any of its representations, warranties, covenants, or obligations pursuant to this Contract; (b) the negligent or wrongful acts of a Contractor; (c) Breach of Applicable Laws by the Contractor /Contractor Group; (d) Intellectual Property and Confidentiality breach

### **3.24.3 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.

### **3.24.4 Certain Restrictions on Indemnities:**

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

### **3.25 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 Rs 25 Lakh and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except

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

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

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

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

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

**3.26 SEVERABILITY**

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

**3.27 NON-EXCLUSIVE CONTRACT**

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

**3.28 EXPORT CONTROLS**

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

**3.29 SPECIAL CONDITION**

**3.29.1 Internal Assessment of Produced Oil Quality & Quantity by Bidder at site.**

For Produced Oil lifting, it shall be presumed that contractor has:

- a. visited the site
- b. roughly evaluated quantity & quality Produced Oil present at site

- c. taken consideration of quality of Produced Oil
- d. taken consideration regarding lifting access
- e. taken consideration into all HSE aspects

### **3.29.2 Oil lifting Requirement**

- i. The requirement shall be strictly on regular basis during the entire duration of the Work Order.
- ii. The Contract is entered into operationalise based on per well site/installation deployment, and the services shall be deemed terminated immediately after termination of the operation of that particular well site / Installation.
- iii. The services can be called again for deployment on any subsequent well site/Installation. This is purely a call out Contract and the services shall be called as and when required as per operational requirement.

### **3.29.3 Advance payment**

- i. Contractor is required to ensure the submission of ADVANCE PAYMENT within 3 days after receipt of notice for /Produced Oil lifting, for the amount of 100 % of estimated total Oil quantity, as per price schedule to be submitted as Demand draft, which shall be adjusted against the lifting of Produced Oil in future.
- ii. The call out notice for the same shall be issued by Company, as and when required.
- iii. Adjustment of amount will be done on monthly basis as per the invoices.

### **3.29.4 Inspection of Oil lifting Equipment, & Oil Tanker before mobilization**

- i. Contractor shall provide details of equipment & Tanker meant for Oil lifting & transportation.
- ii. Oil lifting equipment & Oil Tanker shall be as per specification. (Refer Specification, Section no: 5)
- iii. In the event it becomes apparent that Tankers & equipment offered for inspection not as per specification, the Bidder shall, at its own cost, take all necessary steps to expedite the process of rectification within specified time as mutually agreed.

### **3.29.5 Contractor's Responsibility for Pollution**

- i. Oil/sludge/Effluent in any form in Tanker shall not dump or discharge at, or around the site or any other location.
- ii. In the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility for the cost of removal of items discharged and for any resulting pollution or contamination of any form.
- iii. If unavoidable adequate steps shall be taken to minimize environmental damage and adverse impact to the environment to the extent possible.

### **3.29.6 ACCIDENT /DAMAGES / CLAIMS / LIABILITIES:**

- i. The Contractor will be solely responsible for any consequences under laws arising out of any accident caused during oil lifting, to the property equipment's or personnel of Sun Petro.
- ii. The Contractor shall also be responsible for any claim/compensation that may arise due to damage caused or injury sustained by any third person(s) including Life/permanent injuries etc. in addition to damages/disabilities/death etc. to company personnel/equipment.
- iii. The Contractor will be fully and solely responsible for any bodily injury to his crew member(s) or any other person in the employment of the contractor, or authorized person(s).
- iv. The Company shall not be responsible for any claim/compensation that may arise due to pilferage to contractor's Oil.

### **3.29.7 Mobilization of Oil lifting Equipment, Oil Tanker, & Crew members on callout basis**

On receiving callout notice from company's Representative contractor shall mobilize all



the equipment (fit for purpose) and/or personnel with requisite experience of crew members at designated location/well site as per the time schedule mentioned.

### 3.29.8 Fail to Lift Oil or Partially Lift Oil

In case the Contractor fail to lift the Oil or partially lift the Oil after mobilization, shall invite Penalty of Rs 50,000/- per day.

### 3.29.9 Non availability of Oil lifting equipment / Tanker / crewmembers

- i. In case of failure of the Contractor in providing the oil lifting equipment, Oil Tanker(s) & crewmembers on account of any defect / fault / breakdown of equipment & / non-reporting of crew, then Contractor shall avail his resources & shall make suitable **arrangement for Oil lifting within 24 hr.** If Contractor fails to provide alternative arrangement, penalty shall be imposed and recovered from the contractor's bills without any notice as under.
- ii. No liquidated damages shall be imposed for the duration of stuck-up of Oil Tanker at work site or at approach route due to rain or bad conditions of site / route. The conditions leading to the delay would be assessed by the Company.

### 3.29.10 Loss due to Pilferage of Produced Oil/ Test Oil:

- i. The Contractor shall be solely responsible for the security of the Oil being transported through oil tankers and take all necessary steps to avoid pilferage during transportation etc. In case of any non compliance, Company shall take action as per Contract including penalty as mentioned below.

PENALTY		
No	Description	Penalty/incident
1.	Oil lifting interrupted on account of any defect / fault / breakdown of lifting equipment, then Contractor shall avail his resources & shall make suitable arrangement for Oil lifting within 06 hr. Fail to lift Oil within 06 hours.	Rs 1000/- per day per consignment/tanker will be applicable.
2.	The Contractor able to partially lift the Oil as quoted in their offer;	Rs 1000/- per KI will be applicable on the differential amount of lifting order and the actual quantity lifted.
3.	Oil spillage at site during oil lifting	Rs 50/- per square meter per affected area will be applicable.
4.	PPE uses violation	Rs. 500/- per person per violation
5.	Caught doing malpractices/Oil theft	PBG shall be forfeited. Company shall be Blacklisted.

## **SECTION – 4**

### **SCOPE OF AGREEMENT (SOA)**



## SCOPE OF AGREEMENT

### 4.1 Source of Test Oil/Produced Oil

- At Baola & Modhera field, enhance Oil recovery program was followed for production of heavy oil.
- Production testing job are performed followed by re-perforation, Special chemical Treatment, Well activation, HF, Testing & production etc.
- Once the Wellbore is cleaned & well is activated, the well shall be diverted through Test Separator/ storage Tank. Produced Oil along with produced water and other impurities shall be collected in oil Tank. This activity shall continue to achieve desired result. Oil produced during Well Testing & Production phase is treated and called Test/Produced Oil. The Test/Produced Oil may have BS&W including free water less than 30%.

### 4.2 Test Oil /Produced Oil Quality

- Oil may be contaminated with sludge/sediments, water or other complex substances and has different physical properties in terms of hydrocarbon content.
- Physical condition of Oil may be in Fluid state or Congeal State.
- Oil may be in emulsified condition.
- It is Company's sole right to decide the quality of free water which is to be drained at the site.
- For Test Oil/Produced Oil, analysis for water content is to be carried out by taking **proportionate TMB or TB** samples of the tank after draining free water in presence of Contractor's / transporter's representative.
- Company shall decide and certify the water content in the Test Oil/Produced Oil and same shall be considered for the payment.

WATER CONTENT DEDUCTION FORMULA FOR TEST OIL/PRODUCED OIL	
Water content in %( V)	Volumetric deduction in %
0 to ≤ 30 %	As per actual

### 4.3 Test Oil /Produced Oil Quantity

- Test Oil/Produced Oil production quantity is uncertain in nature; hence it will be as per the actual quantity produced at site.
- Lifting of Test/ /Produced Oil will be as per the Company's requirement & the bidder has to lift, even if the quantity is low.
- The Contractor is required to sign the report of quantity & quality of Test Oil lifted from the Site before tanker leaves the site.
- Documents should be submitted on lifting of Test / Produced Oil from Company's premises; these should be signed and stamped by Company & Contractor's authorities.
- The measurement of volume is to be taken by the dip stick of CALIBRATED STORAGE TANK for both Pit Oil / Test Oil/Produced Oil quantity. Volume will be corrected to 15 deg C.
- The quantity of Test/ /Produced Oil shall be off-loaded on "as is where is" basis.

### 4.4 Test Oil/Produced Oil Storage & Evacuation

- Oil storage shall be in the waste Pit or in Oil Tank
- Oil condition may be in liquid stage or in congeal state.
- The Contractor shall arrange loading of oils as and when given requirement by company.
- Suitable sucking / delivery hose attached with Pump must be flexible and of appropriate length / size to ensure quick & proper loading of oils without any leakage / wastage of oils.
- Authorized representative of the contractor must be available two hours before at designated operational base for taking necessary instructions and for proper coordination for tankers loading.
- Steaming unit shall be on requirement base & shall be mobilized by **Contractor** if it is required.
- Manpower deployment shall be based on requirement.
- Company will not be responsible for any fines, penalties imposed on the Contractor by any agency, for violation of any law related to loading, transportation and subsequent use of the Test and/or /Produced Oil.

- All such documents of certification for the lifting of the Test //Produced Oil must be submitted to Company's official for taking the sales invoice as well as for the reconciliation.
- However, Company will pay applicable VAT for selling of the Test//Produced Oil provided that Contractor will submit the tax amount to Company and for which Company will provide the tax invoice.
- Contractor has to communicate it's capacity to lift / Test Oil/Produced Oil per week
- Contractor is required to furnish no. of tankers that he proposes to deploy for the lifting Test Oil/Produced Oil
- The tanker must carry latest calibration chart and authorization letter with each tanker mentioning the tanker registration no.
- Company shall not be responsible for any pilferage & theft while transporting.
- All the loading measurements of Test/Produced Oil shall be certified by the Company's representative.
- Company reserves the sole right of issuing call out for lifting of Test Oil/Produced Oil.
- The quantity of TestProduced Oil will be as per the Company's requirement and Company reserves the right to issue the lifting order of offloading Test/Produced Oil on sharing basis if required.

#### **4.5 Parking Place:**

- Company shall not undertake any responsibility of providing safe and secure parking place for Oil Tankers(s)/staff/equipment or any other properties.
- Parking of Oil Tanker at the designated operational base / worksite after day's working, if the same agreed by the Authorized Officer, shall be solely at the Contractor's risk and responsibility.
- The Oil Tanker(s) after completion and released from the duty shall be parked by the contractor at his designated garage / parking place or reporting place and shall not be accounted for payment.

#### **4.6 HSE Consideration:**

- The Contractor will be responsible for protecting the environment from pollution caused by oil spillage.
- The tankers deployed for lifting shall have necessary permissions and approvals for Test / /Produced Oil transportation.
- All the safety regulations, measures and rules shall be followed during lifting of Test Oil/Produced Oil.
- Contractor shall be responsible and shall pay for all the liability arising out of the disposal of Test//Produced Oil, if any while loading, unloading & transporting.

## **SECTION-5**

### **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATION

### 5.0 SPECIFICATION OF EQUIPMENTS SHALL BE USED FOR LIFTING OIL

#### 5.1 Pump for Lifting Oil from Pit

- i. Diesel Engine driven Pump
- ii. Diesel Engine HP: > 8 HP
- iii. Pump discharge: > 600 LPM
- iv. Pump Suction:  $\equiv$  25 feet
- v. Pump Discharge Head: 5 bar
- vi. Engine Exhaust fitted with: Spark arrestor

#### 5.2 Fighter Pump (PTU driven) fitted in Tanker for:

- i. Loading / offloading of oils into / from the tanker.
- ii. The out flow pipe line diameter of the fighter pump should be not less than 3(three) inches.
- iii. Pump discharge: > 300 LPM
- iv. Pump Suction:  $\equiv$  25 feet
- v. Pump Discharge Head: 2 bar

#### 5.3 Oil Tanker for Transporting Oil

- i. Tank Capacity:  $\geq$  12 KI
- ii. The Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- iii. The gross and tare weight painted on the vehicle tally with the permit.
- iv. Spark Arresters fitted at the silencer exhaust pipe. (CCOE certified)
- v. Electrical fittings of the oil tanker adequately sealed and earthed to prevent open spark.
- vi. Isolation switch provided to isolate the Battery fully from the electrical system before loading and unloading.

#### 5.4 Trolley mounted gear Pump ( additional arrangement)

Contractor to mobilise trolley mounted gear pump with motor suitable for heavy oil lifting each time and to use if required.

#### 5.5 Tentative Specifications of Crude Oil (Baola & Modhera)

- a. Density at 15 Deg C: 0.97-0.99 gm/cc
- b. API gravity: 11-15
- c. Pour point: more than 25 Deg C
- d. Water content: No free water
- e. Wax, Asphaltene, Resin 5-10 %
- f. Cal Value: 6000- 11000 Kcl/Kg

#### 5.6 Definition of Test/Produced Oil

Oil produced during well testing .

Test oil may be stored in activation tank / oil storage tank

BS&W in Test/Produced Oil :

- a] Free water- Nil
- b] Permissible emulsified water = less than or equal to 30%
- c] Total emulsified water content shall be deducted from measured volume of oil.

*Example :*

*If measured Test Oil volume is 20 KL and emulsified water content in that is 24% , then for pricing purpose , the net volume of Test oil = 20KL – 20KL x 24%*

## **SECTION-6**

### **BID EVALUATION CRITERIA**

## **6.1 TECHNICAL EVALUATION CRITERIA**

The following vital technical conditions should be strictly complied with failing which bid will liable to be rejected:

### **6.1.1 Eligibility and experience of the bidder:**

The bidders must possess the following qualifications as a minimum.

The Bidder / JV partners / Consortium / Backup shall have minimum 3 years experience of lifting & Purchase of Produced Oil /Test Oil / Pit Oil of more than 2000 KL per year in last Three (3) years (prior to 31<sup>st</sup> March 2023), in Oil & Gas Industry.

Documents meeting the requirements of above must be submitted along with the Technical bid. These documents shall be in the form of:

- a. Copies of relevant pages of contract document showing contract number, period of contract, lifted quantity of /Produced Oil and detailed Scope of Work etc.
- b. Copies of experience Certificate (s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)
- c. Copies of valid Authorisation CC &A from GPCB/State Pollution Control Board/MOEF&CC

## **6.2 COMMERCIAL EVALUATION CRITERIA**

Proof of the issue of Tender Document must be sent along with “Technical & Un –Priced Commercial Bid” in ENVELOPE - I.

### **6.2.1 Submission of Bid**

Bids are submitted as per instruction provided in Notice Inviting of Tenders in Section – 2.

### **6.2.2 Acceptance of Terms &conditions**

The bidder must confirm unconditional acceptance of Terms & Condition of Contract as per Section-3, Price Schedule format as per Section-8 and Instruction to bidder as per Section-2.

### **6.2.2 Offer of following type shall liable for rejection:**

- a. Fax / e-mail / Xerox/photo/scanned copy offers
- b. Offer made by Agent /retainer/consultant / Representatives /Associates / of the foreign principal
- c. Offer do not conform to validity period as per ITB
- d. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB
- e. Offer without valid VAT registration
- f. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input VAT credit and CENVAT credit benefit ( wherever applicable ) in respect of the payment of VAT ,Excise Duty ,service tax etc. Offer where prices are not firm during entire duration of the contract and /or with qualifications.
- g. Offer not duly signed by authorized signatory
- h. Bidders not meeting Mobilization, Delivery schedule ,completion period
- i. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

## **6.3 FINANCIAL CRITERIA**

6.3.1 The bidder should have average yearly turnover for last three financial years (2019-20, 2020-21, 2021-22) more than Rs. 7 Crores (or USD 1 Million)

6.3.2 Net worth of the bidder should be positive for FY 2021-22.

#### 6.4 **GENERAL**

Bidders to note the followings:

- 6.4.1 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.
- 6.4.2 In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- 6.4.3 Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company .
- 6.4.4 It is desirable that the processing unit of the bidder is registered with MOEF/CBCP/GPCB & any other applicable state pollution board having safe & environmentally sound management facilities for Crude oil or used/waste oil processing. It is desirable that Bidder's processing unit should have applicable PESO license for storage of Petroleum Products.

## **SECTION-7**

### **RESPOSIBILLITY MATRIX**



## RESPONSIBILITY MATRIX

No	Description	Responsibility		Agreed Yes/No
		SunPetro	Contractor	
1.	Issue of necessary work permits for Pit Oil/Test Oil lifting.	√		
2.	Issue of Gate pass / Challan as & when required to be issued.	√		
3.	Supply of water, Power & Light	√		
4.	Deployment of Tanker		√	
5.	Lifting of Test Oil /Produced Oil		√	
6.	Steaming Unit (if required)		√	
7.	Manpower assistance for lifting of Pit Oil/Test Oil		√	
8.	Place for Tanker Parking (other than Loading /Un-loading period)		√	
9.	Fitness certificate of tanker from RTO		√	
10.	Goods permit certificate from RTO		√	
11.	Explosive license for the carriage of crude/petroleum products & all other necessary clearances / permits etc. for Tanker		√	
12.	Calibrations certificate from department of Weights & Measurement for Tanker		√	
13.	Tanker Crew members are trained for handling hazardous nature of petroleum products, Emergency procedures & Emergency communication etc.		√	
14.	Approved quality spark arrestors have been provided on the engine exhaust of Tanker & Lifting Pump		√	
15.	Liability arising out of the disposal of Test/Pit Oil, if any while loading, unloading & transporting		√	
16.	Accident / Incident during loading, Transportation & unloading.		√	
17.	Tanker fighter pump in working condition		√	
18.	Availability of spare hose in good condition		√	
19.	Availability of trolley mounted gear pump with hose for use if fighter pump is not functioning		√	

## **SECTION-8**

### **PRICE/ RATE SCHEDULE (RS)**

## RATE SCHEDULE [RS]

### Baola Field:

Sr. No.	Description	Rate in Rs./litre (Base Price Plus or Minus or Zero)
1	Produced Crude Oil / Test Oil	

### Modhera Field:

Sr. No.	Description	Rate in Rs./litre (Base Price Plus or Minus or Zero)
1	Produced Crude Oil / Test Oil	

#### Note:

- The rates are inclusive of VAT charges (currently VAT is applicable) which shall be directly paid by SunPetro to tax authority. The rates mentioned above are net payable. No additional to payment shall be made by Bidder.
- Whenever GST becomes applicable, same shall be borne by Bidder will directly pay the GST to the tax authority or as directed by M/s. SunPetro. In such case, SunPetro will not reimburse nor will pay any additional amount to Bidder

### 1.1 Base Rate Calculation Mechanism on monthly Basis:

Company's Base Rate is derived based on following formula:

- Base Rate shall be considered in every month, it will be based on previous month's average of Indian Basket of Crude" and price of same available at website [www.ppac.org.in](http://www.ppac.org.in).
- Current month's Base Rate shall be derived on the base of average rate of previous month, from 1st day to last day of the month's Indian Basket of Crude average. The said rate is in US \$/ Barrel.
- The declared US \$/Barrel rate as mentioned is been converted into Rs./liter rate by considering the RBI's reference exchange rate of first day of the current month and with the unit conversion of 1 Barrel = 158.987 liter. In case the 1st day of the month is a holiday, the rate of the immediately next working day will be considered.
- A factor of 0.9 will be applied to the derived rate of Rs./Liter and the rate calculated after applying factor of 0.9 shall be considered as the applicable rate for the current months (starting from 1st, of every month till last day of month).

#### Example:

##### ***The rate calculation for the month of April- 2023***

- Average Indian Basket of Crude Oil (medium) Rate: US\$ 78.54/Barrel (01.03.2023 to 31.03. 2023)
- RBI Reference Rate: Rs 82.3867 /US\$ on 3rd April 2022, 1 BBL = 158.987 lit.
- The Crude rate in Rs/BBL = Rs. 6470.65/ BBL (= US\$ 78.54/BBL x Rs.82.3867/US\$)
- Average Crude Rate : Rs. 40.70/Liter (= 6470.65/158.987 )
- Considering the factor of 0.9, the Final Base Rate will be= 40.70 x 0.9 = Rs.36.70/Liter

#### ***Specific Notes for Table:***

##### ***\* Base Rate calculation shall be as per the above mentioned method.***

- The same shall be declared on 1st. Working day of every month to successful bidder(s).
- Accordingly, one month rate shall be valid from 1st. day of month till last day of month.
- During this period, the final rate (based on company declared base rate plus bidder's quoted rate) shall be valid for any lifting carried out in that period. For next month same procedure of rate shall be applicable.
- Successful bidder is required to lift the material as per the Final Rate derived.

## 1.2 Water content consideration & calculation

### 1.2.1 Water Content consideration for Test Oil/Produced Oil:

- Free water shall be drained from the bulk volume lifted.
- Proportionate Sampling shall be made from TMB (TOP, Middle, and Bottom) of the Tanker or TB as feasible.
- Sample shall be analyzed in the SunPetro Laboratory for water content deduction

#### 1.2.1.1 Water deduction formula for Test Oil/Produced Oil

WATER CONTENT DEDUCTION FORMULA FOR TEST OIL/PRODUCED OIL	
Water content in % (V)	Volumetric deduction in % (V)
0 to ≤ 30 %	a per actual

**Note:**

- i. On callout basis Contractor shall visit the Well site/GGS for easement of Pit Oil / Test Oil quantity & Quality.
- ii. Contractor has to pay advance 100% of the estimated cost of Oil, before lifting Oil. Base Oil price shall be calculated based on clause No. 1.1. above.
- iii. Contractor has to pay Advance within 4 days of intimation to lift the oil.
- iv. Every month, Cost of actual Oil lifted shall be adjusted from the Advance money deposited in favour of Company and the difference amount incurred shall be paid by contractor to company
- v. Baola field is about 40 Kms from Ahmedabad
- vi. Modhera field is about 80 Kms from Ahmedabad

## **SECTION-9**

### **PERFORMANCE MEASUREMENT**

## PERFORMANCE MEASUREMENT

9.0 The time is of essence of all activities under the contract and Bidder shall be penalized / rewarded based on the performance during the operations using the following mapping parameters:

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

No	Performance Indicator	UOM	Limiting Value	Weightage	Actual Score based on prorata	Final Score
1	Required Permits & clearance available for Pit Oil/Test Oil Transportation	Y /N	20/0	20		
2	Uses of proper uniform and PPE at site	No of Violation	10/0	10		
3	Crew members are Trained to manage Emergency Situation.	Y /N	10/0	10		
4	Reporting of tanker at site as per schedule time	Y /N	20/0	20		
5	Work delayed by more than 4 hrs due to non-availability of Manpower	Y /N	10/0	10		
6	Work delayed by more than 4 hrs due to non-availability of Resources	Y /N	20/0	20		
7	Oil spillage during Tanker Loading at site	Y /N	10/0	10		
SCORE				100		

### 9.1 Incentives

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

- I. If the monthly performance is  $\geq 95\%$  consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.

### 9.2 Penalties & Incentives:

- Performance shall be evaluated on a monthly Basis.
- Penalty shall be imposed if the overall performance is below < 90 %.
- In the event of performance below expectation (Expected Performance  $\geq 90\%$ ), Contractor shall be penalized with 1% more payment to Company for every 1% less performance from 90% limit (Prorata Basis) or to be finalized on discussions with the contractor on award of work

**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 Private Limited

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

Saki Vihar Road, Chandivali, Powai,

Mumbai – 400072.

Email: nihit.jain@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 SUNPETRO Bhavan, 8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072, India. (hereinafter referred to as “Company”).

**WHEREAS:**

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated  
.....(“hereinafter referred to as Proposal”) against **TENDER NO.:**  
\_\_\_\_\_ 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 7 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 minimum personnel proposed to be assigned to this work in the format provided at Annexure 12?

YES / NO

3. Quality Control Manual and/ or Quality Control Program along with the Unpriced Techno Commercial Bid

YES / NO

4. Copy of certificate as per requirement under para 6.4.4

#### **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 whether the prices quoted are firm and applicable even if the work is awarded only in part.

YES / NO

8. Has the bidder confirmed the Commencement Date?

YES / NO

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

YES / NO

10. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.

YES / NO

11. Confirm acceptance of Liquidated Damages provision as per the Model Contract.

YES / NO

**12.** Confirm acceptance provision for Arbitration as per Clause of the Model contract.

YES / NO

**13.** Confirm acceptance Taxes and Duties provision as per of the Model Contract.

YES / NO

**14.** Confirm whether Unprized Technical bid with all annexures and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that Price Schedule of the Unprized Technical bid is blank.

YES / NO

**15.** Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished

YES / NO

**16.** 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

**17.** Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?

YES / NO

**18.** Bidder ensured that proof of the signing authority

YES / NO

**19.** Does the bidder accept bid validity period?

YES / NO

**20.** If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.

YES / NO

**21.** 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

**22.** Has bidder proposed any incentive scheme?

YES / NO

**23.** Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only?

YES / NO

**24.** Has the cost impact, if any, of the exceptions taken been attached with the Priced

Commercial Bid?  
YES / NO

**25.** 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 Commence ment Date

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

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

**ANNEXURE -5**

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

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

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

**Client : SUN PETROCHEMICALS PRIVATE LIMITED**

**Tender No. : \_\_\_\_\_**

**Project Name : \_\_\_\_\_**  
**\_\_\_\_\_**

**Bid Due Date : \_\_\_\_\_**

**From: To:**

<b>(Bidder's Details)</b>	<b>Head-Supply Chain Management</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072 Kind Attn: Mr Nihit Jain
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**ANNEXURE -6****CUT-OUT SLIPS FOR PRICED OFFER****DO NOT OPEN - THIS IS A TENDER QUOTATION****(PRICED COMMERCIAL BID )****Client : Sun Petrochemicals Private Limited****Tender No. : \_\_\_\_\_****Project Name: \_\_\_\_\_****Bid Due Date : \_\_\_\_\_****From: \_\_\_\_\_ To: \_\_\_\_\_**

<b>(Bidder's Details)</b>	<b>Head-Supply Chain Management</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072 Kind Attn: Mr Nihit Jain
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**ANNEXURE -7**

**CUT-OUT SLIPS FOR OUTER ENVELOPE**

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

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

**Client : SUN PETROCHEMICALS PRIVATE LIMITED**

**Tender No. : \_\_\_\_\_**

**Project Name : \_\_\_\_\_  
\_\_\_\_\_**

**Bid Due Date : \_\_\_\_\_**

**From: \_\_\_\_\_ To: \_\_\_\_\_**

<b>Bidder's Details)</b>	<b>Head-Supply Chain Management</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072 Kind Attn: Mr Nihit Jain
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TO BE OPENED BY ADDRESSEE ONLY



## ANNEXURE –8

### PROFORMA OF PERFORMANCE BANK GUARANTEE

**TO: Sun Petrochemicals Private Limited**, a Company incorporated under Company's Law 1956 and having its office at 8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Mumbai – 400072. (hereinafter referred to as **"Company"**).

**WHEREAS:**

- (1) By an Contract for ----- (here in after referred to as the **"Contract"**) between ----- hereinafter referred to as the **"Contractor"**) of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.
  
- (2) In response to the request made by Contractor, we (Name of Banker:) ----- (hereinafter referred to as the **"Guarantor"**) hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) upto ----- ( Rupees ----- ) being ----% **of the estimated / Annualized Contract value**, as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
  
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.
  
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the Contract.  
We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India and courts of Mumbai shall have exclusive jurisdiction..

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

**IN WITNESS** where of this Guarantee has been duly executed by GUARANTOR the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ or and on behalf of (\_\_\_\_\_).

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

## **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. Scheduled Private Sector Banks such as
  - 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
  - IX. Axis Bank,
  - X. ICICI Bank
  - XI. HDFC 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. Interface management of various services
- c. Logistics control
- d. Discussion and finalisation on incentives – Bonus/Malus
- e. Organogram with HSE set up

#### **General**

- a. Overall inputs required for meeting all operational needs

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

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

Classification	Number On Location	Total Number

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

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

Note:

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

**END OF TENDER DOCUMENT**