

Tender Document
For
Hiring of Contractor for Loadout activities of
Offshore Platforms

Tender No.: SunPetro/Loadout Contractor/2024-25/SPPL-
179



SUN PETROCHEMICALS PRIVATE LIMITED

8th, 9th & 10th Floor, ATL Corporate Park,
Opp. L&T Gate no. 7, Saki Vihar Road,
Chandivali, Powai, Mumbai- PIN – 400072
Tel: (022)-69325300, Fax: +91 22 6932 5300, Ext: 5371

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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- PIN – 400072

www.sunpetro.com

CIN: U24219GJ1995PTC028519

Ref. No. SunPetro/Loadout Contractor/2024-25/SPPL-179

Date:23.07.2024

INVITATION TO BID

Sub: Hiring of Contractor for Loadout activities of Offshore Platforms

Ref: Tender No.: SunPetro/ Loadout Contractor/2024-25/SPPL-179

Dear Sir / Madam,

- 1.0 Sun Petrochemicals Private Limited** (hereinafter referred to as **Sun Petro / 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/Loadout Contractor/2024-25/SPPL-179 |
| 2] | Title of Tender | Hiring of Contractor for Loadout activities of Offshore Platforms |
| 3] | Brief Scope of Work | Refer Section-4 of the tender document |
| 4] | Bid Security / Bid Bond | Not Applicable |
| 5] | Bid Validity | One Hundred and twenty (120) days from due date of Bid submission |
| 6] | Bid Bond Validity | One Hundred and fifty (150) days from due date of Bid submission |
| 7] | Start Date & Time of Issuing Tender Document | 23/07/2024 |
| 9] | Last Date & Time For Seeking Clarification by Bidders | 30/07/2024 day 16:30 Hrs IST |
| 10] | Date Of Pre-Bid Conference & Venue | Not Applicable |
| 11] | Tender Closing Date & Time | 08/08/2024 at 17:00 Hrs. IST |
| 12] | Address For Correspondence | Office of Head –Commercial & Supply Chain Management (SCM), |

| | | |
|-----|--------------------------------------|---|
| | /Tendering Office/ Tender Submission | Head –Commercial & Supply CHAIN MANAGEMENT. SUN PETROCHEMICALS PVT. LTD 8 th , 9 th & 10 th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN-400072 E-mail: dheeraj.paroch@sunpetro.com |
| 13] | Mobilization Period | Within 30 days from issue of Callout |
| 14] | Contract Period | By December'24 or date as informed by Company, whichever is later |
| 15] | Terms & Conditions of Contract | As per Section-3 of this tender Document |

NOTE:

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

1.2. 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.

1.3. Pricing Strategy

Bidder is to quote strictly as per the '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 Sun Petro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) as per Section-6 and Cost.

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

1.5 Award Strategy

Single Award/Contract (for hiring the vessels) or Multiple awards/Contracts will rest with SunPetro's discretion. The decision of Sun Petro Management in short-listing the eligible Bidders shall be final and Binding on all Bidders.

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 document 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 documents 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 3 days from date of this ITB.

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

Regards

Dheeraj Paroch
Head- SCM & Commercial

SECTION- 2

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

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

2.2 Joint Venture / Consortium Bidder’s Bid

- a. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
- b. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium.
- i) Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.
- ii) MOU / Agreement concluded by the bidder with technical collaborator / joint venture / Consortium partner (in case of joint venture), should also be addressed to Sun Petro, clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

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

2.3 Use of English Language

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

2.4 Late Bids

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

2.5 Clarifications

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

siddarth.subramanian@sunpetro.com; **With copy to** dheeraj.paroch@sunpetro.com

2.6 Submission of Bids

- 2.6.1 A two-Envelope single stage **International Complete Bidding (ICB) system**, i.e “Technical & Commercial Un-priced Bid” and “Commercial Priced Bid”, shall be followed.
- 2.6.2 Bids are to be submitted in duplicate i.e., two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the separate sealed envelopes as follows:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

- 2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However a Tick mark (✓) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid
The Priced Commercial Bid shall contain only prices duly filled in as per the price schedule format.
- 2.6.4 Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.
Each of the “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” shall be properly identified as “Original Technical & 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
8th , 9th & 10th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road
Chandivali, Powai, Mumbai – PIN- 400072.
- 2.6.8 **ENVELOPE-I: Technical & Un-Priced Commercial Bid” through e-mail:**
Only file containing contents of “ENVELOPE-I: Technical & Un-Priced Commercial Bid” are allowed to be submitted on following e-mail address, on or before Tender closing date and time: siddarth.subramnaian@sunpetro.com with a copy to Head-SCM& Commercial - dheeraj.paroch@sunpetro.com
“ENVELOPE-II: Priced Commercial Bid” through e-mail
“ENVELOPE-II: Priced Commercial Bid” should be sent via a separate mail strictly only to siddarth.subramnaian@sunpetro.com with a copy to Head-SCM& Commercial - dheeraj.paroch@sunpetro.com. No other mail addresses should be included unless specifically requested via email.

2.6.9 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.

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

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

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

2.10.2 Price in Words & Figures

In case of discrepancy between words and figures, prices quoted in words shall be considered as final.

2.11 Deadline for Submission of Bids

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

2.12 Splitting of work

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

2.13 Payment Terms

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

2.14 Taxes, Duties and Approvals

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

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

2.16 Mobilization Period / Delivery Period / Completion Period

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

2.17 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)

2.18 ANNEXURES

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

SECTION-3

MODEL CONTRACT

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

PREAMBLE OF THE CONTRACT

THIS AGREEMENT, is made this _____ day of _____ 2024

BY AND BETWEEN

Sun Petrochemicals Pvt. Ltd. a company organised and existing under the laws of India and having its head office at F.P. 145, Ram Mandir Road, Mumbai, Maharashtra, India and 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA] (hereinafter referred to as “**Company**” or “**SunPetro**”)

AND

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

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified

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

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

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

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

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

This Contract witness that in consideration of the premises and the payment to be made by the Company to the Contractor provided for herein the Contractor shall supply all equipment and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF WORK (SECTION-4) various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company, the Company shall pay to the Contractor at the rates accepted as per the said tender / price schedule (Attached at SECTION-7) and in terms of the provisions therein.

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

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

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

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

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

Sun Petrochemicals Pvt. Limited
(COMPANY)

(CONTRACTOR)

Signature _____

Signature

Name:

Name:

Title:

Title:

In presence of witness

1)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 “Affiliate” of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.
- 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 7* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro’s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- “Contract value” shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the supply & services to be provided under the Contract including but not limited to the Mobilization Charges, Demobilization Charges, unit rates, cost of consumables etc as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 3.1.7 “Contract Area” shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 3.1.8 “Certificate of Release and Final Payment” is the certificate issued by SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.9 “Contractor” shall mean M/s. _____ and includes, its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.10 “Contractor Administrator” shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.

- 3.1.11 "Contractor's Equipment" shall mean all the equipment(s), units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section 4*.
- 3.1.12 Contractor's Personnel" shall mean each individual and / or the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Contractor actually commence works on the designated site as per Contract.
- 3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 3.1.15 "Commissioning" means commissioning of the facilities or any part thereof by the Contractor as specified in the Scope of Work / tender document. Commissioning shall be certified by the Company/Consultant and TPIA as applicable.
- 3.1.16 "Consultant" means consultant deployed by Company for project management and action as Company's engineer.
- 3.1.17 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.18 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.19 "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;
- 3.1.20 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.21 "Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 3.1.22 "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.
- 3.1.23 "Defect Liability Period" means the period of validity of the warranties and guarantees given by the Contractor commencing at Operational Acceptance of the facilities or a part thereof by the Company, during which the Contractor would be responsible for defects with respect to the facilities (or the relevant part thereof) as per the term of the Contract.
- 3.1.24 "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.
- 3.1.25 **Deleted.**
- 3.1.26 "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.
- 3.1.27 "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.
- 3.1.28 "Facilities" means the Plant and Equipment, Installation and Construction Services and related equipment and other associated works, to be carried out by the Contractor under the Contract for completion of the entire scope of work and the Contract documents, which

are to be designed, engineered, procured, developed, constructed, tested, pre-commissioned, commissioned and handed over at the site to and for the Company in accordance with the terms and conditions of this Contract.

- 3.1.29 “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.
- 3.1.30 “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.
- 3.1.31 “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.
- 3.1.32 “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.
- 3.1.33 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.
- 3.1.34 “Installation and Construction Services” shall mean all such services necessary for construction of facility using the plant and equipment and including without limitations engineering design, fabrication, construction, installation, civil, building and other construction works, completion of the facilities, testing, pre-commissioning and commissioning of the facilities, inspection, site preparation works (including the provision and use of Contractor’s equipment and the supply of all construction materials required such as consumables, welding electrodes, joint coating materials, end-sleeves, casing pipes, markers, cathodic protection system), operations, maintenance, training, etc. including all such services necessary for making available supplies of Plant and Equipment at site including but not limited to transportation, loading, unloading, insurance and other local services required in relation to the supply of the said goods at site.
- 3.1.35 “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.
- 3.1.36 Deleted
- 3.1.37 “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.

- 3.1.38 “Operational Acceptance” means the acceptance by the Company of the facilities (or any part of the facilities where the Contract provides for acceptance of the facilities in parts), which certifies the Contractor’s fulfilment of the Contract in respect of Functional Guarantees of the facilities (or the relevant part thereof) in accordance with the technical specifications, related provisions in GCC and related provisions in the SCC.
- 3.1.39 “Operator” shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 3.1.40 “PSC” shall mean the production-sharing contract entered into between the Government of India and SUNPETRO consortium as its consortium.
- 3.1.41 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.42 “Provisional Completion/Acceptance” shall mean the certificate so issued by the Owner, subject to the fulfillment of the terms described under the SOW/tender document.
- 3.1.43 “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.
- 3.1.44 “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited .
- 3.1.45 “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.
- 3.1.46 “SunPetro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its contractors.
- 3.1.47 “Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.48 “SunPetro Designated Base” shall mean CPF Bhaskar-1 site as informed by Company. However, the contractor shall store/warehouse its equipment and materials at its own costs & risks.
- 3.1.49 “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.
- 3.1.50 “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.
- 3.1.51 “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.
- 3.1.52 Deleted.
- 3.1.53 Deleted.
- 3.1.54 Deleted.
- 3.1.55 Deleted.
- 3.1.56 “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.
- 3.1.57 “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.

- 3.1.58 "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.
- 3.1.59 "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.

3.2 **DURATION OF CONTRACT:**

3.2.1 The time period for completion of scope of work in the Contract will be 5-7 months from the date of issue of LOI, hence Primary term of this contract will be 1 (One) year, subject to the provisions of Warranty.

The prices will remain fixed and firm and not subject to escalation on any account during the Contract duration.

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

- Commencement date : Date of start of work on the designated location
- 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 work shall be provided by Contractor.

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

If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 2.5% handling / service charges in case cost is equal to or above Rs. 25 Lakh and 5% handling / service charges in case cost is less than Rs. 25 Lakh. The proof of item prices shall be submitted in original by the contractor to the Company.

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

3.4 **INSPECTION OF MATERIALS**

3.4.1 **Inspection of Company Equipment**

Not Applicable

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. All supplied shall be new & unused & shall not be more than one year old from the date of manufacture. Documentary proof shall be provided for the same. Any substandard material received/delivered at site shall be rejected outright.

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

3.5.1 **Work Programme:**

The completion schedule for the Work shall be as per Scope of Work.

Bidder shall submit is detailed schedule of activities in Project Management Planning & Monitoring software for review.

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

3.5.3 Not Applicable.

3.5.4 Work shall be completed as directed by SunPetro.

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

3.6.1 **Conduct of Services /supplies**

The Services shall be performed by Contractor in accordance with 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 work/supplies 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 Goods and 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 Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by Company Representative along with demobilization charges, if any.

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

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

Consequences of Termination:

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

B. Termination for events specified below:

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

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- c) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- d) Is in breach of Applicable Law; or
- e) Otherwise breaches the provisions of the contract or part thereof; or
- 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 B, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, to get the work executed, on account of such breach by the Contractor.

C. Termination in the event of Force Majeure

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

Consequences of Termination:

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

D. Termination for Convenience

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

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

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

Consequences of Termination:

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

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

3.7.4 **De-hiring:**

3.7.5 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 shall also be evaluated on HSE. HSE evaluation shall be based on Contractor's response to the bid. Company may also conduct pre hire HSE audit of Contractor to assess their HSE capability. Contractor to comply with HSE standards as applicable to Oil & Gas Industry in addition to all the relevant HSE standards required for performance of work as per Scope of work.

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

3.8.1 **Safety**

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

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

- 3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractor's personnel and the personnel of its subcontractors are familiar with the provisions of **Contractor's Safety Management System**.
- 3.8.1.3 Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.
- 3.8.1.4 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with, and rectify any deficiencies in compliance pointed out by the Company.
- 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 the 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 Equipment, Materials including 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 operation. Records to be maintained.
- 3.8.1.11 Contractor shall ensure PTW developed by Company and shall be followed.
- 3.8.1.12 Contractor shall maintain following Records:
1. Employee detail
 2. Pre medical check-up record
 3. Competency Record
 4. Training & awareness Record
 5. PPE record
 6. Accident / Incident Record
 7. Mock drill Record
 8. Audit Observation & compliance record.
 9. Accident / Near miss Report.
- 3.8.1.13 In case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly

develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.

3.8.2 **Environment**

- 3.8.2.1 Contractor hereby acknowledges Company's commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned commitment, Contractor shall perform the Services in an environmentally acceptable and safe manner consistent with GIPIP and shall ensure that its performance of the Services is properly monitored
- 3.8.2.2 Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.
- 3.8.2.3 Valid Pollution under control Certificate for Engine above 150 KVA
- 3.8.2.4 Contractor shall have Waste Management Plan for their scope of work.
- 3.8.2.5 Hazardous Waste shall be sorted out & disposed as per the Pollution Control Board norm as applicable.
- 3.8.2.6 Contractor shall display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.
- 3.8.2.7 Eye wash station shall be provided at suitable place.
- 3.8.2.8 Working area is to be illuminated as per Lux standard.
- In particular, the Contractor shall:-
- a) employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage;
 - b) take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimise such damage and the consequential effects thereof on people and property; and
 - c) adhere to the guidelines, limitations or restrictions, if any, imposed by the Environmental Clearance referred to in this clause as applicable on the date of this Contract and as such Environmental Clearance may be revised, expanded or replaced.
- 3.8.2.9 Without limiting the generality of the provisions of this Clause hereof, Contractor shall comply with, and ensure that its employees, agents and subcontractors comply with, all applicable environmental protection and pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.
- 3.8.2.10 If during Contractor's performance of the Services, Company is of the opinion that Contractor is either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by Company to Contractor from time to time, or is conducting the Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Company shall notify Contractor of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the contract apply as if the Well Operations had been suspended due to equipment breakdown.

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

3.9 SETTLEMENT OF DISPUTE/ ARBITRATION

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

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

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

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

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

3.10 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 upto the expiry of the warranty period even if the Contract is expired or terminated.

3.11 LIQUIDATED DAMAGES

3.11.1 Liquidated damage

If Contractor for any reason other than Force Majeure, fails to commence / complete the work as per stipulated Contact time schedule or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of late commencement / completion of work / delayed delivery of work for first 5 weeks and Two percent (2%) per week for next 5 weeks.

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

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

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

3.11.2 Deleted

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

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

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

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, innovation, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

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

3.15.2 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 be imposed.

3.16 **ASSIGNMENT AND SUBCONTRACTING**

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

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

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

3.17 **INVOICING AND PAYMENT**

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

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

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

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

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

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

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

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

3.17.6 Deleted

3.17.7 **Audit**

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

3.18 **TAXES AND DUTIES**

3.18.1 **Taxes:**

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

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

revenue authorities for payments made by the Company pursuant to this Contract in accordance with the prevailing taxation laws.

3.18.2 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.

3.18.5 Change in Law

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

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

3.19 INSURANCE

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

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

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

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

- 3.19.3 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless SunPetro, Joint Venture partners of SunPetro, the Government of India, their respective officers, directors employees, agents and other persons with whom Company may be associated (the COMPANY) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- a. loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,
 - b. personal injury including death or disease to any person employed by the Contractor arising from or relating to the performance of the Contract.

- 3.19.4 Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- a) evidencing the issuance of insurance containing the coverage required herein and
 - b) providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.

- 3.19.5 The insurance shall cover for the following:
1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
 2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
 3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.

4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Contractor reserves the right to self-insure its own assets.
6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

General Conditions for Insurance

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

3.20 **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 all the 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 labour dispute or anticipated labour dispute, which may be expected to affect the performance of the Work.

- 3.20.6 Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.
- 3.20.7 **Contractor Personnel**
Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by SunPetro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.
- 3.20.8 Sunpetro shall be entitled, without prejudice to any other rights or remedies available to SunPetro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of SunPetro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within 5 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.
- 3.20.9 **Permits and Instructions**
Contractor shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Work / supplies. In the event of Contractor receiving instructions from Company to stop Work/supplies operations, Contractor shall comply with the same with immediate effect.
- 3.21 **FORCE MAJEURE**
- 3.21.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or 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 Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

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

3.22 **WARRANTIES AND REMEDIES**

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

regulations regarding health, safety and training which are in force at such time and at such place.

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

3.23 **LIENS**

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

3.24 **INDEMNITY AND LIABILITIES**

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

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

3.24.2 **Deleted**

3.24.3 **Limitation of Liability**

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

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

3.24.4 **Consequential Damage**

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

3.24.5 **Certain Restrictions on Indemnities:**

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

3.25 **PERFORMANCE BANK GUARANTEE**

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

The Performance Bank Guarantee shall be of 10% of the estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination or defect liability period, whichever is later, 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 work.
- If contractor fails to work in work man like manner.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

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

3.26 **SEVERABILITY**

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

3.27 **NON-EXCLUSIVE CONTRACT**

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

3.28 **EXPORT CONTROLS**

Not Applicable

3.29 SPECIAL CONDITION OF THE CONTRACT (SCC)

- 3.29.1 The job is to be performed in oil & gas installation at offshore, therefore, contractor to ensure all safety precautions as per OISD Guidelines /Oil Mines Regulation Act but not limited to followings:
- i. Contractor to perform the work under valid work Permit only.
 - ii. All material supplied/used at site shall have valid Material Test Certificates from accredited lab/ Test agency / TPI, which shall be new & shall not be older than one year from the date of manufacture.
 - iii. Contractor shall submit detailed drawing for the work to be executed before start of work, for approval. After completion of work, 'As Built' drawings shall be submitted. In case of failure of submission of 'As Built' drawings, balance payment against the work shall not be released.
 - iv. Contractor shall deploy persons who are medically fit & furnish physical Fitness certificate from authorized Medical practitioner.
 - v. Contractor to ensure use of proper PPE, Gas Detector. as per requirement of work
 - vi. Vessel Entry Permits to be taken before entering into any Vessel
 - vii. Contractor to ensure Oxy Acetylene Cylinder Test Certificate, Hose & Gas cutter Test certificates etc. for undertaking fabrication of work.
 - viii. Contractor to ensure Welding Generator Electrical Test Certificates, Cables Test Certificate are available before undertaking work.
 - ix. All material handling equipment shall have valid load test certificates.
 - x. Contractor to ensure transfer of Hazardous Waste / Waste generated during work to earmarked storage place for further disposal by self.
 - xi. Contractor to ensure Earth moving / lifting Equipment etc. are deployed have valid certification.
 - xii. Bidder shall provide adequate First Aid Kit at site. At least one personnel in Contractor's team shall have proper First Aid Training. Certification for the same shall be provided.
 - xiii. Contractor shall have tie up with nearby hospitals in case medical evacuation is required.
 - xiv. The Contractor is responsible for implementing any regulations concerning the design, fabrication, inspection and testing of equipment which are mandatory by government of Gujarat.
 - xv. Contractor shall get all the drawings approved by the Company before procurement/execution of work. After completion of works, 'As Built' drawings shall be prepared, approved by Company & submitted to Company.
 - xvi. Contract shall be for a period of one year.
 - xvii. Hired equipment, if any, shall be on Call-out basis & prior intimation of 3 days shall be given to the Contractor for mobilizing the equipment at Site.
 - xviii. Mobilization & Demobilisation charges are nil & are included in the rate.
 - xix. Damage of equipment, if any, during mobilization Commissioning & De-mobilization shall be on account of Contractor.
 - xx. Any failure of elements of equipment or system during operation shall be on account of Contractor & the same shall be replaced within 24hrs. Day rate, for equipment during non-availability for Operations are not payable.
 - xxi. Penalty Clause
 - i. Delay in commencement of work
 - ii.
 - iii. Violation of use of Personal Protection Equipment

- iv. Unsafe disposal of waste
- v. Premature failure during transportation & installation along with associated work

HSE Consideration

- Contractor Employee Safety Management System implementation
- Calibration & Test certificate:
 1. Cylinder
 2. Hoses
 3. Lifting Equipment
 4. Cables
- Accident: No compensation
- Transportation: Contractor scope
- Mobilization/demobilization: Nil
- Required training like First aid , HUET /BOSIT for offshore going personal.

3.29.2 Designing and Engineering:

i. Specifications and Drawings:

The Contractor shall execute the detailed design and the engineering work in compliance with the provisions of the Contract (including the Technical Specification as per SOW), or where not so specified, in accordance with Good Industry Practice and shall be responsible for ensuring that the facilities are engineered and build to meet all guarantees and acceptance criterion stipulated in the Contract. Contractor shall be responsible for any discrepancies, errors or omissions in the specifications including Technical Specifications, drawings and other technical documents whether such specifications, drawings and other documents have been prepared by or reviewed and approved the Company or not.

ii. Codes and Standards:

Wherever references are made in the tender / SOW to codes and standards in accordance with the tender / SOW shall be executed, the edition or the revised version of such codes and standards current at the date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Company and shall be treated in accordance with the tender/Contract.

3.29.3 Clearance of Goods:

- i. The Contractor shall carryout prior route survey and take appropriate authorities clearance as required for transportation of general cargo and over dimensioned consignments by road/rail/sea route wherever applicable.
- ii. Contractor shall arrange for conduction inspection and other surveys with various agencies for all consignments landed in damaged/short supplied condition and corrective action for timely replacement of items.
- iii. The Contractor shall always remain responsible for any loss or damage to the goods thus procured and supplied before these are incorporated in the facility and at all times prior to Operational Acceptance. The Contractor shall apart from its delivery obligations, immediately arrange to replace / repair the lost, defective or damaged goods and supplies entirely at its own cost and irrespective of whether any claim for insurance in respect of such loss or damage, is made by or not.
- iv. Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport for material / equipment of the Contractor.

3.29.4 Defect Liability:

- i. The Contractor warrants that the facilities or any part thereof shall be free from defects or failure in the design, engineering, materials and workmanship of the plant and equipment supplied and of the work executed and services provided.
- ii. The Defect Liability Period shall be twelve (12) months after Operational Acceptance or Provisional Acceptance of the facilities unless the Defect Liability Period has been extended or any part of the facilities pursuant to this sub-clause 3.29.4.v. hereof. Should any defect be found during Defect Liability Period related to the design, engineering, materials and workmanship of the material and equipment supplied or of the work executed and services provided by the Contractor, the Contractor shall promptly, in consultation and agreement with the Company regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good to the full satisfaction of the company such defect as well as any damage to the facilities caused by such defect. The burden of proof of remedy of the defects shall be on the Contractor. Contractor shall reimburse Company all such costs including cost towards loss of oil/gas incurred by Company due to such defects.
- iii. The Company shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Company shall afford all reasonable opportunity for the Contractor to inspect any such defects and all necessary access to the facilities and the site to enable Contractor to perform its obligations under the clause.
- iv. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the facilities caused by such defect within a reasonable time (not more than 15 days), the Company may, proceed to do such work, and the costs and expenses incurred by the Company in connection therewith shall be paid to the Company by the Contractor or may be deducted by the Company from any monies due to the Contractor or claimed under the Performance Bank Guarantee.
- v. If the facilities or any part thereof cannot be used by reason of such defect and/or any making good of such defect, the Defect Liability Period of the facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the Company because of any of the aforesaid reasons.
- vi. This clause shall also be applicable if any defect or failure is detected during Intelligent Pigging Process whenever it is carried out till defect liability period.

3.29.5 Land for Contractor's Office, Godown and Workshop:

Unless otherwise specified in the Bid documents, the Contractor shall, as required for his works, for the entire duration of the execution of the work arrange near the Site, land for construction of equipment stock yards, maintenance work shops, field offices and warehouses and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall bear all the cost related to the provisions of the site / land and sanitary arrangement as required without any recourse to the Company.

On completion of the work undertaken by the Contractor, the Contractor shall remove all temporary works and have the Site cleared as directed by the Company. If the Contractor fails to comply with these requirements, the Company may, at the expenses of the

Contractor, remove such surplus and rubbish materials and dispose the same as the Company deems fit and get the site cleared at the risk and cost of Contractor.

Land for residential accommodation for staff and labour of Contractor shall, if so required by him, be arranged by Contractor at his own cost and risk with no recourse to the Company.

3.29.6 Quality Assurance System:

The provisions related to Quality Assurance System shall be as per the Technical Specifications and the Scope of Work.

3.29.7 The quoted rates for various items are deemed to have appropriately catered for all mobilization, demobilization and all clearing of activities at all the sites and no separate claim whatsoever is allowed. Including carrying out detailed engineering for entire work & preparation of drawings etc..

3.29.8 Payment Terms:

Company shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given with reference to prices quoted in Price Schedule.

The Contractor

The procedures to be followed for certifying and making payments shall be based on the final agreed schedule and method of payment agreed between the Company and the Contractor.

Note on Pricing:

1. All the above payment schedule shall be inclusive of all charges, including taxes, duties as applicable. GST as applicable shall be extra.
2. In case, any of the activity is carried out by SunPetro, the payment schedule towards same shall be deducted/deleted.

3.30 SHIPPING, PACKING INSTRUCTIONS & TRANSIT INSURANCE

- 3.30.1 Packing Instruction:- The Seller shall ensure that all goods are packed in a manner that meets the requirements for Road or air or sea transportation, as applicable. Packing shall be performed in accordance with industry standards, including but not limited to International Air Transport Association (IATA) regulations for air cargo and International Maritime Organization (IMO) regulations for sea freight.
- 3.30.2 Each package shall be clearly labelled and marked with the necessary information, including but not limited to the consignee's name and address, shipment details, handling instructions, and any applicable hazardous material warnings or symbols.
- 3.30.3 The Seller shall ensure that all packing materials and methods comply with relevant regulatory requirements and industry standards governing the transportation of goods by air or sea, including those related to safety, security, and environmental protection.
- 3.30.4 The Seller shall provide appropriate certification and documentation attesting to the road or air or sea worthiness of the packing, including certificates of compliance, packing lists, and any other required documentation
- 3.30.5 The Seller shall be liable for any damage, loss, or claims arising from inadequate or non-compliant packing of the goods

3.30.6 Road/Rail Transport(if applicable)- The Seller shall arrange for the transportation of goods by road within India using vehicles compliant with applicable laws, regulations, and safety standards. The Seller shall engage reputable and licensed transporters for the carriage of goods, ensuring that the chosen transporters have the necessary permits and insurance coverage for road transportation in India. All vehicles used for the transportation of goods shall comply with the specifications and requirements prescribed by the relevant Indian authorities, including but not limited to vehicle registration, load capacity, and emissions standards. he Seller shall ensure proper loading, securing, and unloading of goods to prevent damage or loss during transit. Goods shall be adequately packaged and labelled for road transportation, with due consideration for fragile or perishable items.

3.30.7 The Seller shall maintain adequate insurance coverage for the goods during road transportation, including coverage for loss, damage, and liability arising from accidents or unforeseen events.

Failure to comply with the transportation instructions and requirements outlined in this clause may result in penalties and Contract/Work order cancellation as deemed fit by the Company.

SECTION – 4

SCOPE OF WORK

1.0 Introduction:

1.0 Introduction:

Sun Petrochemicals Pvt Ltd, hereinafter called COMPANY, intends to install two Offshore wellhead platforms in the Gulf of Kutch. The platforms have been designed by Global Maritime Consultants Group (GMCG) and are being fabricated at two different places. The first platform in the series, named Bhaskar Dhara Alpha (BD-A) is being fabricated by Chowgule in their yard in Mangalore and the second platform, Bhaskar Dhara Bravo (BD-B) is being fabricated by DAS Offshore Limited in their Rohini yard (Mumbai).

Design, Engineering, Fabrication, Loadout, Transportation & Installation, Hook-up, Testing, and Commissioning of the facilities from Chowgule SBD Yard in Mangalore and From Rohini Yard in Mhasala Raigad District of Maharashtra State -1 no's each well head platforms.

2.0 Purpose

The platforms shall be installed by an Installation Contractor, hereinafter called the **T&I CONTRACTOR**. The various components of the platforms shall be transported to the construction site by cargo barges supplied by the **T&I CONTRACTOR**. The intent of this enquiry is to select a contractor to Load out the various components of the platforms on to the barges. This entity is called the **LOADOUT CONTRACTOR**. The details are given in the subsequent sections.

3.0 Project Overview:

Company has awarded the construction of two platforms, 01 no to M/s Chowgule & Co. (BD-1) and 01 no to M/s. DAS Offshore LTD. (BD-2). The project scope consists of detailed design, developing unique IFC drawings, 3D PDS models from provided "Go-by" drawings based on execution and finalization of geophysical and geotechnical surveys, Procurement, Fabrication, Loadout, Transportation, and Installation of Two (02) number of Smart Well Head Platforms.

3.1 Platforms details:

Four legged of Two Smart Well Head Platforms,
i. Bhaskar Dhara A (BD-A)
ii. Bhaskar Dhara B (BD-B)

Pursuant to the above, COMPANY is desirous to have certain work, to be performed by Contractor, as further detailed in the subcontract scope of work.

4.0 Scope of Work

- (a) The various components to be loaded out for each platform are given below:
- Jacket: 10m X 10m at the top, approximately 19m X 28m at the bottom and approximately 40m tall, fabricated and transported vertically. Approximate overall weight of the structure would be 550 MT.
 - Deck: Approximately 20m wide and 30m long and 20m high, supported on 4 permanent legs and two temporary legs. Approximate overall weight of the deck would be 400 MT.
 - Piles: Four skirt piles, 1372mm dia, 83m long each, and weighing 120 MT each. One chaser pile, 1372mm dia, 33m long, weighing 50--- MT.
 - Conductors: 9 conductors, 762mm dia and 25mm thick, each 114 metres long in 3 pieces
- (b) The overall drawings of these components are given in link. ([Loadout Contractor](#)). The Jacket and deck are to be loaded out on SPMT's and the piles and conductors are to be lifted using cranes available in the yard and placed on the barge.
- (c) The barge and tugboat(s) will be supplied by the T&I CONTRACTOR. The LOADOUT CONTRACTOR will prepare mooring arrangement of the barge to facilitate loadout. The physical

manoeuvring of the barge using tugboats shall be performed at the Jetty by the T&I Contractor on the instructions of the Loadout Contractor. All labour, mooring lines and shackles required shall be supplied by the fabricator. Pilotage, if any, shall be arranged by the T&I Contractor.

- (d) The stowage plan on the cargo barge shall be furnished by the T&I Contractor, keeping in mind the movement and clearances required for the SPMT's and sea fastening and the installation sequencing. The Loadout plan shall be developed by the Loadout Contractor based on the above. All engineering required for loadout shall be performed by the Loadout Contractor. For this purpose, the Loadout Contractor shall visit the fabrication yard and acquaint himself of the conditions and constraints of each of the locations. The Loadout contractor shall also prepare all the designs and drawings required by the Marine Warranty Surveyor (MWS) to approve the loadout procedure and operations. The Loadout Contractor shall furnish in the form of drawings, Specifications and MTO for aids like Grillage, Pad eyes, Shackles, Mooring Lines etc. required to be incorporated on the structures for loadout operations to the Fabricator. The fabricator shall procure and install such items on the structure.
- (e) The loadout of the jacket and deck shall be the responsibility of the Loadout contractor, while the loadout of the piles and conductors shall be the responsibility of the fabricator. The sequence of loading out of the items shall be based on the loadout plan developed by the Loadout Contractor.
- (f) The T&I Contractor shall perform the transportation and sea fastening analyses and design and develop the details of sea fastening suitable for the specific barge being deployed. These details shall be subject to approval of MWS. These details and MTO shall be furnished to the fabricator to procure the materials and be ready for loadout.
- (g) Part of the sea fastening shall be erected by the Fabricator as soon as possible after loadout, without affecting the subsequent loadout operations. The plan and details shall be subject to approval by MWS.

4.1 Documentation

SECTION-5

TECHNICAL SPECIFICATIONS

(NA)

SECTION – 6

BID EVALUATION CRITERIA

A. TECHNICAL CRITERIA

1. The bid should be complete in all respect covering all the scope of Supply/Work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literature wherever required. Incomplete and non-conforming bid to the specifications will be rejected.
2. Bidder to submit a declaration confirming understanding & acceptance of complete scope of work.
3. The bidder should meet the following criteria:

Bidder's Qualification:

1. The Bidder should have experience of having executed at least 05 Nos of Loadout activities involving Oil & Gas offshore platforms during last 3 years.
2. Out of the 05 nos of such activity at least 01 no should have been carried out during last 2 years.
3. Documentary evidence to demonstrate experience viz copies of successfully executed Contracts, experience certificate or work order copy and past track record of experience working with the Company to be submitted along with the bid to meet experience criteria.

Joint Venture Bidder

In case the bidder is a Joint Venture (JV) company or Authorize System Integrator (ASI), the following requirement should be satisfied by the bidder:

- a) In case of a joint venture bid, the Lead member/partner of joint venture must meet the qualification criteria specified as above.
- b) The leader of the JV/ASI should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender including all interface risks of services / equipment being provided. This confirmation should be submitted along with the techno-commercial bid.
- c) All the members of the JV/ASI must undertake in their MOU that each party shall be jointly and severally liable to Sun Petro for any and all obligations and responsibilities arising out of this contract (if awarded).
- d) Agreement of bidder with their associate, if any, shall be submitted along with the proposal, which should be valid for the entire duration of the contract.
- e) In case of Joint venture Bid, following additional requirement must also be satisfied:

Indian bidders whose proposal for technical collaboration/ Joint Venture 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.

Note: If the bidder is required and undertakes to submit the above approval before the price bid opening but fails to submit the same within time, the price bid of such defaulting bidder shall not be considered and opened (though he might have been short-listed after opening of techno-commercial bids)

- i) Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work.
- ii) MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture), should also be addressed to SunPetro, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the role of each partner defined in the MOU/Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

iii) All members/ partners of JV shall be individually, jointly & severally liable for discharging all the obligations under the Contract in accordance with its terms and conditions. A statement to this effect shall be included in the authorization & nomination MOU/ Agreement by all members/partners of JV.

1. Contractor should provide the Resumes of their technical manpower involved in similar job execution with relevant experience and support qualifications as required by the company along with organogram of team for this project.
2. HSE Plan and Policy. Copy of the same to be submitted.

B. FINANCIAL CRITERIA

1. The bidder should have average yearly turnover for last three financial years (2020 -21, 2021-22 and 2022-23) more than INR 3 crore for Indian Bidder or USD 0.5 Million for Foreign Bidders. Audited financial statement for the last 3 years to be submitted along with the bid.
2. The Net worth of the bidder for FY-2022-23 shall be positive. CA certified Net Worth Certificate to be provided for both point no. 1 and 2.
3. Valid PAN Card, VAT Registration certificate, Service Tax Registration Certificate. Copies of certificates to be submitted.
4. The company should have been registered under the Companies Act and should have the relevant experience certificate pertaining to labour license, PF, ESI, WC etc.

C. Documents to be furnished in the Proposal

The interested parties are requested, as a minimum, to submit the following documents and details individually for each of the category, as applicable:

1. Letter of interest from interested party on their Letter Head.
2. List of current ongoing contracts of similar nature under execution in the format.

Bid submission shall be complete with the above requested information.

SECTION – 8

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

| Sl. | Description | UoM | Qty | Price |
|------|--|-----|-----|-------|
| 1 | Engineering studies and drawings, including MWS approval | LS | 1 | |
| 2 | For Bhaskar Dhara-A (BD-A) | | | |
| 2(a) | Mobilisation of equipment including SPMT | LS | 1 | |
| 2(b) | Loadout of components on to the barge | LS | 1 | |
| 2(c) | Demobilization | LS | 1 | |
| 3 | For Bhaskar Dhara-B (BD-B) | | | |
| 3(a) | Mobilisation of equipment including SPMT | LS | 1 | |
| 3(b) | Loadout of components on to the barge | LS | 1 | |
| 3(c) | Demobilisation | LS | 1 | |

Important Instructions:

- a. Price shall be inclusive of all taxes and duties except GST/IGST which will be paid extra as applicable.
- b. Bidders must submit a single price schedule containing rates.
- c. The above rates are inclusive of all charges. No additional charges towards / insurance / loading / unloading etc. unless & until specified separately shall be payable.
- d. Bid should be complete in all respect covering all the scope of work and should conform to the technical specifications indicated in the bid documents.
- e. Bidder to mention the quoted currency USD/INR/or any other.

SECTION-9

ANNEXURES

| | |
|-------------|---|
| ANNEXURE-1 | Bidder's Response Acknowledgement Form for Receipt of Tender Document |
| ANNEXURE-2 | Bid Bond Format |
| ANNEXURE-3 | Check List Prior to Bidding |
| ANNEXURE-4 | Exception / Deviation / Conditions Performa |
| ANNEXURE-5 | CUT-OUT SLIP for Un-priced Technical Offer |
| ANNEXURE-6 | CUT-OUT SLIP for Priced Offer |
| ANNEXURE-7 | CUT-OUT SLIP for outer envelops |
| ANNEXURE-8 | Performa of Performance Bank Guarantee |
| ANNEXURE-9 | List of Approved Banks |
| ANNEXURE-10 | Customs Notification |
| ANNEXURE-11 | Check List Post Contract |
| ANNEXURE-12 | Proforma for Provisional Acceptance Certificate |
| ANNEXURE-13 | Proforma for Final Acceptance Certificate |

ANNEXURE – 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company : _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile: _____

ATTENTION

Head –Commercial & Supply Chain Management
Sun Petrochemicals Private Limited
8th Floor, ATL Corporate Park,
opp. L&T Gate no.7, Saki Vihar Road
Chandivali, Powai, Mumbai – PIN- 400072
Email: Dheeraj.paroach@sunpetro.com

ANNEXURE – 2
BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072, India. (hereinafter referred to as “Company”).

WHEREAS:

.....(hereinafter referred to as “Bidder”) 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 Bidder, 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 Bidder fails to perform its obligations as set forth below:
 - (i) The Bidder 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 Bidder, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
 - (a) Fails or refuses to execute the agreed PO, 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 Purchase Order (PO) award decision.

The sum shall become payable to by immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Bidder 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 Bidder and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Bidder by Company or any indulgence by Company to the said Bidder or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Purchase Order (PO) made between the Bidder and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Bidder or by any change in name or constitution of Company or the Bidder.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Bidder.
- (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 Bidder 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.

s

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 Bidder or after notification of award by Company and prior to signing of the PO.
- c) If the successful Bidder 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 Bidder fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Bidder to influence Company on bid evaluation, bid comparison or Purchase Order (PO) / Contract / LOA award decision.

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

ANNEXURE - 3 **CHECK LIST FOR BIDDING**

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

TECHNICAL

1. Has the bidder quoted for full scope of work as specified in the tender?
YES / NO
2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/ brochure of the manufacturer, etc.?
YES / NO
3. Has the bidder furnished the minimum personnel proposed to be assigned to this work?

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

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per the Clause mentioned in the Instructions to Bidders.
YES / NO
6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO
7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Purchase Order (PO) / Contract / LOA for the first thirty-six (36) months and 12 months extension period if exercised.
YES / NO
8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO
9. Has the bidder confirmed the Commencement Date?
YES / NO
10. Confirm acceptance of Insurance liability as per Clause of the Model PO.
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model PO.
YES / NO
12. Confirm acceptance of Liquidated Damages provision as per the Model PO.
YES / NO
13. Confirm acceptance provision for Arbitration as per Clause of the Model PO.
YES / NO
14. Confirm acceptance Taxes and Duties provision as per of the Model PO.
YES / NO
15. Confirm whether Unpriced Technical bid with all ANNEXURES and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that the Price Schedule of the Unpriced Technical bid is blank.
YES / NO
16. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished.
YES / NO
17. Has the bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initiated by the bidder
YES / NO
18. Has the bidder ensured that all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?
YES / NO

19. Bidder ensured that proof of the signing authority.
YES / NO
20. Does the bidder accept bid validity period?
YES / NO
21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.
YES / NO
22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as ANNEXURE 4 and attached with the Unpriced Techno Commercial Bid, without including the cost impact, if any?
YES / NO
23. Has bidder proposed any incentive scheme?
YES / NO
24. Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only?
YES / NO
25. Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?
YES / NO
26. Confirm whether the bidder agrees for applicability of Indian Laws
YES / NO

ANNEXURE – 4
EXCEPTION/DEVIATION/CONDITIONS PROFORMA

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

Tender No. –

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: _____

ANNEXURE -5
CUT-OUT SLIPS FOR UNPRICED TECHNICAL OFFER
DO NOT OPEN - THIS IS A TENDER QUOTATION
(TECHNICAL UN-PRICED OFFER)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____
Project Name : _____

On CALL OUT BASIS

Bid Due Date : _____

From: _____ **To:** _____

| | |
|---------------------------|---|
| (Bidder's Details) | Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch |
|---------------------------|---|

(To be pasted on the outer envelope containing UNPRICED OFFER)

=====

ANNEXURE -6
CUT-OUT SLIPS FOR PRICED OFFER
DO NOT OPEN - THIS IS A TENDER QUOTATION
(PRICED OFFER)

Client : Sun Petrochemicals Private Limited
 Tender No. : _____
 Project Name : _____

Bid Due Date : _____

From: _____ To: _____

| | | |
|---------------------------|---------------------------|--|
| (Bidder's Details) | (Bidder's Details) | Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch |
|---------------------------|---------------------------|--|

(To be pasted on the envelope containing PRICED OFFER)

ANNEXURE -7
CUT-OUT SLIPS FOR OUTER ENVELOPE
DO NOT OPEN - THIS IS A TENDER QUOTATION
(OUTER ENVELOPE CONTAINING TECHNICAL UN-PRICED OFFER +
PRICED OFFER)

Client : SUN PETROCHEMICALS PRIVATE LIMITED
Tender No. :

Project Name : _____

On CALL OUT BASIS

Bid Due Date : _____

From: _____ To: _____

| | | |
|------------------------------|---|--|
| Bidder's Details) | Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch | |
|------------------------------|---|--|

(To be pasted on the outer envelope containing PRICED & UNPRICED OFFER)

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 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. (Hereinafter referred to as "**Company**").

WHEREAS:

- (1) By an Purchase Order (PO) / LOA / Contract for----- (here in after referred to as the "**PO**") between _____ hereinafter referred to as the ("**Supplier**") of the one part and Company of the other part, the Supplier agrees to perform the Work in accordance with the PO.

- (2) In response to the request made by Supplier, 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) up to _____ (Rupees _____) being **20% of the estimated / Annualized Purchase Order (PO) / Contract value**, as guarantee for the obligations of the Supplier to perform the Work in accordance with the PO / LOA / 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 Supplier 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, Purchase Order (PO)/ LOA / Contract made between the Supplier and Company with or without our consent or by any alteration in the obligations undertaken by the Supplier or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Supplier.

- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the PO / LOA / 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 assigned by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

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 Supplier 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/Scheduled Bank/ Public Sector Banks-
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank
4. Co-operative and Rural Banks:
 - I. The Kalupur commercial co-operative bank Ltd
 - II. Rajkot Nagrik Sahakari Bank Ltd
 - III. The Ahmedabad Mercantile Co-operative Bank Ltd
 - IV. The Mehsana Urban Co-operative Bank Ltd
 - V. Nutan Nagrik Sahakari Bank Ltd
 - VI. Dena Gujarat Gramin Bank

ANNEXURE - 10
CUSTOMS NOTIFICATION

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

ANNEXURE - 11
CHECK LIST POST CONTRACT

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
- d. GSTN Certificate
- e. Cancelled Letterhead
- f. Cancelled Cheque
- g. Company Registration Certificate

ANNEXURE-12

PROVISIONAL ACCEPTANCE CERTIFICATE

Contract / LOA / Purchase Order (PO) NO:

Date:

DESCRIPTION OF SUPPLIES / SERVICE:

.....
..

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

EXCEPTIONS TO COMPLETION

Ref: PROVISIONAL ACCEPTANCE CERTIFICATE

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

ANNEXURE-13
FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/PURCHASE ORDER (PO) NO:

Date:

DESCRIPTION OF SUPPLIES/ SERVICES

.....
..

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT