



SUN PETROCHEMICALS PRIVATE LIMITED

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

TENDER DOCUMENT UNDER

for

**Ground Flare System for Oil & Gas processing facility
for
Bhaskar-I Field in Gujarat**

Tender No.: SunPetro/Bhaskar/Flare System/2025-26/238

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SECTION- I

NOTICE INVITING TENDER (NIT)

Sun Petrochemicals Private Limited

Commercial & Supply Chain Management

8th, 09th & 10th Floor, ATL Corporate Park, Opp. L&T Gate no. 7,
Saki Vihar Road, Chandivali, Powai,
Andheri (E), Mumbai – 400072, Maharashtra [BHARAT]
Tel: (022)-6932 5300

www.sunpetro.com

CIN: U24219GJ1995PTC028519

Ref No.: SunPetro/Bhaskar/Flare System/2025-26/238

Date: 05/09/2025

NOTICE INVITING TENDER (NIT)

Tender No. SunPetro/Bhaskar/Flare System/2025-26/238

Subject: Ground Flare System for Oil & Gas processing facility in Bhaskar-I Field, Gujarat

Dear Sir / Madam,

- 1.0 Sun Petrochemicals Private Limited** (hereinafter referred to as **SunPetro / Company**) is a major private operating company, engaged in Exploration & Production of Oil & Gas in the fields / blocks spread over in onshore and offshore including in the Cambay & Kutch basin.
- 2.0 SunPetro** is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes:

ENVELOPE-A: Technical & Un-Priced Commercial Bid

ENVELOPE-B: Priced Commercial Bid

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

3.0 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Bhaskar/Flare System/2025-26/238
2]	Title of Tender	Ground Flare System for Oil & Gas processing facility in Bhaskar-I Field, Gujarat
3]	Brief Description of Work	Design, Engineering, Procurement, Construction, Supply, Installation and Commissioning of Enclosed Ground Flare System for Oil & Gas Processing Facility of Bhaskar-I field near Khambhat of Gujarat, India Refer Section-III for detailed scope & Specification
4]	Location of Work	Bhaskar - I Field in Gujarat
5]	Type of work	Supply & Installation of Ground Flare System.
6]	Type of Tender	Open Tender
7]	System Of Bidding	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
8]	Bid Validity	120 days

9]	Bid Security / Bid Bond	<p>Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled bank as listed at Annexure-9 for an amount as specified below:</p> <p>(A) Amount : Indian Rupees: 1,00,000</p> <p>(B) Validity : Bid validity + 30 days</p>
10]	Last Date & Time for Seeking Clarification by Bidders	Within 15 days of date of NIT
11]	Date Of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder, if organized.
12]	Tender Closing / Submission Date & Time	26/09/2025 at 1500 Hrs IST
13]	Completion Period	6 months from the award of contract. However, Bidder to quote best delivery / completion period.
14]	General Conditions of Contracts (GCC) and Special Conditions of contracts (SCC)	<p>(A) GCC as per Appendix-1 of SECTION-VIII</p> <p>(B) SCC as per Appendix-2 of SECTION-VIII</p>
15]	Performance Guarantee (PBG) Bank	<p>(A) Amount of PBG Indian bidder: INR (₹) @ 10% of order value</p> <p>(B) Validity of PBG: Defect Liability Period + 90 days</p>
16]	Address of Tendering office / Bid Submission office / Correspondence	<p>Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8th, 9th & 10th floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [BHARAT] Tel: (022)-69325300, Ext: 5300 Fax: +91 22 6932 5300 e-mail – saurav.chamoli@sunpetro.com; cc: dheeraj.paroch@sunpetro.com; allan.nunes@sunpetro.com;</p>
17]	Mode of Tender submission	As specified at SECTION-II
18]	Date of Mobilization	As per SOW & Intimation from SunPetro
19]	Validity of Contract period	1 year with option to extend 1 year at same rates, terms and conditions. However, job completion period shall be 6 months.
20]	Terms & Conditions of Contract	As per Section-VIII of this tender Document
21]	Payment Terms	As mentioned in the Format of Price schedule at SECTION-VII
22]	Concessional Custom Duty / GST	<p>Against Essentially Certificate (EC) from DGH, if applicable</p> <p>(Bidder is responsible to refer relevant latest statutes, Rules /guidelines/circular regarding eligibility & applicability)</p>
23]	Special Mention	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

24]	Alternate option of Submission Documents for Bid	<p>Bidders alternatively can submit the bid over email as per following procedure.</p> <p>1) <u>Email-1</u>: “Technical & Un-Priced Commercial Bid” to be submitted on following e-mail address, on or before RFQ closing date and time: allan.nunes@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com</p> <p>2) <u>Email-2</u>: Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: allan.nunes@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com</p> <p>3) <u>Email-3</u>: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: allan.nunes@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com</p> <p>Notes:</p> <ol style="list-style-type: none"> <i>Bidder is required to submit the hard copy of bid. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.</i> <i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i> <i>Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.</i>
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4.0 Acknowledgement of Tender Document

Bidder(s) receiving this Notice Inviting Tender (NIT) are required to confirm in writing whether they intend to bid or not, within three (3) working days from electronic issue of this document, stating the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

5.0 Pricing Strategy

Bidder is to quote strictly as per the ‘Price Schedule’ (SECTION-VII) of this Tender document.

6.0 Evaluation Strategy

- 6.1 Bidders should submit documentary proof regarding their eligibility with the Techno - Commercial Unpriced bid (ENVELOPE -A).
- 6.2 Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) and Cost. Evaluation of the bid shall be carried out based on the Total Cost to company.
- 6.2 However, Company reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, to negotiate terms and conditions with any individual bidder as deemed fit by Company in their best interest. Company shall be under no obligation to provide reasons for accepting or rejecting any Bid.

7.0 Award Strategy

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

8.0 Check List

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

9.0 Submission of Bids

- 9.1 Your wax sealed bid (ENVELOPE-A and ENVELOPE-B) also separately sealed), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one waxed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.
- 9.2 Bidders to note that Non-compliance with the bidding instructions, except as permitted in the Bid and/or late arrival of Bid shall result in Bid not being considered.
- 9.3 Only bids submitted by bidders who have been issued bid documents by the Company shall be considered whereas unsolicited bids shall not be considered.

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

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

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

Regards,

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

SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATION CRITERIA

Refer BEC for details.

2.0 ISSUE OF BID DOCUMENT

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

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

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 ORIGIN OF GOODS AND SERVICES

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

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

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

5.0 COST OF BIDDING

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

6.0 CONTENT OF THE TENDER DOCUMENTS

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

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

7.0 AMENDMENT TO BIDDING DOCUMENTS

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

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

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

- 7.4 Bids from agent/ agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.
- 7.5 Bids submitted 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.
- 7.6 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.
- 7.7 Sun-Petro may further place repeat order for any or all the material/services/equipment at the same rates, terms and conditions for the other fields and offices which Sun Petro may acquire or associates in future.
- 7.8 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

8.0 LANGUAGE AND SIGNING OF BID

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

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

- 9.1 Advice to bidders for avoiding rejection of their offers:

SunPetro to finalise its procurement within a limited time schedule. Post bid clarifications may be sought, if any, however it may not be feasible at all times for SunPetro to seek clarifications in respect of incomplete offers.

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

9.2 Pre-bid conference (PBC)

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

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

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

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

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

9.4 Post bid conference

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

For holding post Bid conference following process shall be followed:

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

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

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

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

- j) Bid submission Agreement Form.
- k) Check List.
- l) Exceptions/Deviations Form
- m) Bidder's past supplies Form
- n) Form on Information on Bidder
- (o) Bidders should be registered under GST law and submit copy of valid registration certificate.

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

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

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

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

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

11.2 Bid Prices

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

11.2.2 The bidders must quote the following information also in the Bidders Response sheet:

- i) The Port of Embarkation and Currency in which the Letter of Credit is to be opened / payment to be made.
- ii) Gross weight and volume of each item.

- 11.2.3 FOB/C&F/CIF prices should be inclusive of Indian Agent's commission, if any, which should be indicated in the specified field. The Indian Agent's commission will be paid in non-convertible Indian currency.
- 11.2.4 Indian Bidders must quote firm FOR destination price by rail or road.
- 11.2.5 The terms ex- works, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 11.2.6 SUNPETRO reserves the right to place the order either on FOB or C&F/CIF basis or as per any other INCOTERMS.
- 11.2.7 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.
- 11.2.8 **Offer for whole as well as reduced quantity**
Bidders must quote for the full quantity of works for each of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by SUNPETRO provides for evaluation of bids separately for such item or category or group of items.

Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender). The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

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

'GST legislations' means any or all of the following legislation as may be applicable to the Bidder and SunPetro:

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

11.3.1 For supply of works only:

- (i) All taxes and duties leviable on the Contractor's inputs and input services, including any variation, shall be to the Contractor's account and deemed to be included in the quoted price.
- (ii) GST applicable on the final supply of Goods and Services under this Contract shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail Input Tax Credit (ITC). Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein.
- (iii) Indian bidders while quoting, need to take into account all the GST input credit available to them and quote accordingly.
- (iv) Depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.

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

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

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

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

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

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

11.4 INCOME TAX LIABILITY

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

11.5 DISCOUNT

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

12.0 BID CURRENCIES

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

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

Currency once quoted will not be allowed to be changed.

13. TERMS OF PAYMENT

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

14. MODE OF PAYMENT

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.

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

15. CAPITAL ITEMS AND SPARES

The bidders, while quoting for equipment, will quote item wise separately for spares along with price for initial lot of spares for operation of the equipment for one/two years.

16. SAMPLES

- 16.1 Samples are not required unless specifically called for. When called for, each sample should have a card affixed with it and sealed indicating: -
 - (a) Bidder's Name and Address.
 - (b) Tender No.
 - (c) Date of opening of tender.
 - (d) Item No. against which tendered.
 - (e) Any other description.
- 16.2 The Bid Evaluation Criteria specifies the criteria for evaluation of samples, wherever called for.
- 16.3 The samples should be sent to the purchasing authority along with the offer. The cost and freight of sending the samples shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody. Samples received late will be ignored. If the samples are sent by Rail Parcel, the Railway Receipt (R/R) should be Contract posted separately to the addressee to whom the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the addressee to get the parcel released before the date of opening of the tender. The R/R should not be sent along with the offer. Sample submitted with the tenders which have not been accepted, will, if have not been destroyed during testing, be delivered at the Bidder's cost provided the application for return is made to the officer to whom the samples are sent within one month of the date fixed for the opening of tender or after modification/cancellation of demand. SUNPETRO will not be liable for loss, damage or breakage in respect of the samples. If no application is received within the due date, samples will be disposed off by public auction and the sale proceeds credited to SUNPETRO.
- 16.4. In the case of chemicals and items such as Oil Well Cement of the specifications of international standards like API, the Bidder should submit along with their offer a report, obtained from an independent testing laboratory of repute, with regard to various parameters in accordance with the API standard or in accordance with other parameters specified in the tender enquiry. Such test report would be sent for a sample out of the recent lot of such materials produced by the Mill whose product is being offered. The bidder would also confirm that in the event of placement of order, the materials to be supplied would be identical to the materials for which test report is furnished and in the event there is any variation observed by a third

party/Purchaser, at the time of testing at manufacturer's works prior to shipment or after receipt of materials at site then the complete lot would stand rejected.

17.0 SPECIFICATIONS

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

18. NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

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

19. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate: -

- i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.
- ii) Details of manufacturing and testing facilities and quality control procedures available with them.
- iii) Number of qualified persons and total employees etc.
- iv) Details of latest Income Tax Clearance
- v) GST Registration.

20. DELIVERY TERMS:

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

21. VAGUE AND INDEFINITE EXPRESSIONS

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

22. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS

22.1 Bid must accompany necessary literature/catalogue of the equipment as well as the spares parts catalogue thereof failing which the offer will be rejected.

22.2 It will be a condition of Letter of Credit that within two months from the date of the receipt of supply order, the supplier will send two copies of Catalogue/manuals of operating/maintenance/repair and spare parts to the Purchaser. The supplier, in the case of bought out spare parts, will also furnish name of the manufacturer, specification and identification number. The Purchaser will send acknowledgement of the receipt of above information/document which will be produced by the supplier along with negotiable copy of Bill of Lading. In addition, the supplier will send three copies of catalogue/manual of operation/maintenance/repairs and spare parts to port Consignee along with materials. A certificate of compliance of above condition will be sent by the supplier along with negotiable and non-negotiable copies of Bill of Lading.

23. PERIOD OF VALIDITY OF BIDS

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

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

24. BID SECURITY

- 24.1 The Bid Security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 24.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.
- 24.3 The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.
- 24.4 Bid Security from foreign bidders shall also be acceptable in Indian Rupees. In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per APPLICABLE Indian law is to be fulfilled by the concerned foreign bidder.
In such cases, the refund (as applicable) to foreign bidders will be in Indian Rupees only and for that Foreign bidder should have Bank account in India.
- 24.5 The Bid Security shall be acceptable in any of the following forms:
- i) Electronic Bank Guarantee (e-BG) in the prescribed format, valid for 90 days beyond the date of required validity of offer. The e-bank guarantee by Indian bidder will have to be given e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.

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

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

OR

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

OR

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

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

- ii) Confirmed irrevocable Letter of Credit, as per prescribed format valid for 90 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of SUNPETRO on or before due date and time of Tender closing. If required, SUNPETRO reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of SUNPETRO in this regard shall be final and binding on the bidder. In case amount has been credited to Sun Petro's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

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

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

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

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

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

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

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

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

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

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

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

25. Bidder should ensure to submit original documents in accordance with the bidding document

26. Bids submitted should be signed by authorised person only failing which the same shall be rejected.

27. SUBMISSION AND OPENING OF BIDS

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

- a) The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However, a suitable response shall be selected of the given options against each

item of the format of the Price Bid/BOQ.

b) The Price bid shall contain only the prices duly filled in the price format

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

Envelope-A: Unpriced Techno-commercial Bid and

Envelope -B: Priced Commercial bid

28. LATE BIDS

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

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

29. Deadline for Submission of Bids

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

30. Splitting of work

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

31. Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI/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.

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

32. Taxes, Duties and Approvals

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

33. MODIFICATION AND WITHDRAWAL OF BIDS

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

34. OPENING OF BIDS

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

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

34.3 The opening of Price bids and reverse Auction:

SUNPETRO reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be

conveyed to short-listed & technically qualified bidders. Reverse Auction shall be conducted on the specific date and time to be conveyed by SUNPETRO to short listed bidders

35.0 **EVALUATION AND COMPARISON OF BIDS**

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

35.2 **CLARIFICATIONS OF BIDS**

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

36. **UNSOLICITED TENDER MODIFICATIONS:**

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

37. **EXAMINATION OF BID**

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

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

38.0 **SPECIFICATIONS**

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

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

39. **CONVERSION TO SINGLE CURRENCY**

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

40. **Performance Bank guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the estimated Contract value within 15 days of issue of the LOI/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 .

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

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

emergency. Company shall ensure that such oral orders shall be followed up with written communication.

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

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

42. Mobilization Period/ Delivery Period/Completion Period

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

43. 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)

44. Annexures

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

45. CONTACTING THE PURCHASER

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

46. AWARD CRITERIA.

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

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

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

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

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

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

49. VARIATION IN QUANTITY

SUNPETRO is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

50. NOTIFICATION OF AWARD

50.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted.

50.2 The notification of award will constitute the formation of the contract.

50.3 Upon the successful bidder's furnishing performance security, pursuant to clause 48, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

51. SIGNING OF PROCUREMENT ORDER (CONTRACT)/CONTRACT

51.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/ LOA / Procurement order in duplicate. The CONTRACT / contract against this tender will be governed in accordance with the General Terms & Conditions (G.T.C.) .

51.2 The successful Bidder will return one copy of the Procurement order/contract/LOA duly signed on each page as token of confirmation/acceptance.

52. PERFORMANCE SECURITY

52.1 Within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the CONTRACT /contract, of the bidding documents, or another form acceptable to the Purchaser.

52.2 Failure of the successful Bidder to comply with the requirement of clause 48.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause 25.8 (c) .

52.3 The Performance Guarantee will be returned within 90 days of completion of contract in all respect/delivery period as per contract / supply order.

53. SUBMISSION OF FORGED DOCUMENTS

Bidders should note that SUNPETRO may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/CONTRACT execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, SUNPETRO shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

The bidder shall be required to give an undertaking on their letter head and duly signed by the signatory of the bid, that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by SUNPETRO at its sole discretion.

54. Supply of Brand New Materials – Compliance and Rejection of Non-Conforming Goods

All materials to be supplied under this Contract shall be brand new, unused, and of the latest make/model. The Contractor shall clearly mention the relevant part numbers, catalogue references, and technical specifications against each item in the Bill of Materials/Scope of Supply. This requirement forms an integral part of the Tender Document, and compliance thereto shall be mandatory. Any refurbished, used, reconditioned, or alternate materials not conforming to the specified requirements are liable to be rejected by the Company at the Contractor's cost, without any liability to the Company

SECTION- III

SCOPE OF WORK

(SOW)

SCOPE OF WORK (SOW)

Design, Engineering, Supply, Installation and Commissioning of Enclosed Ground Flare System for Oil Processing Facility of Bhaskar-1 field Near Khambhat of Gujarat, India

Introduction

Sun Petrochemicals Pvt. Ltd. (SunPetro), an Exploration & Production (E&P) company, owns multiple Onshore & Offshore Oil & Gas Fields / Blocks in Gujarat, India. SunPetro, having acreage of around 4,500 sq. km., is currently producing about 12,000 BOPD (barrels of oil equivalent per day) along with associated gas.

The existing Central Processing Facility (CPF) of Bhaskar-1 field, located near Khambhat of Anand District in Gujarat, is currently under expansion and subsequently the new facilities will be installed to process, store, and handle hydrocarbons safely and efficiently. An enclosed ground flare system is also essential for safe and efficient burning off the natural gas due to process upsets, planned maintenance work, emergency depressurization or less offtake by the consumers.

This Scope of Work (SOW) specifies the minimum requirements for Design, Engineering, Supply, Installation and Commissioning of **Enclosed Ground Flare System** with all accessories required for the CPF of Bhaskar-1.

Any additional equipment, controls or items, which are considered necessary due to applicable statutory regulations, safety guidelines, standard industry codes and practices for smooth and safe operations shall be in the Contractor's scope of supply.

A. Scope of Work (SOW):

1. Under various operating scenarios — such as emergency depressurization, pressure safety valve (PSV) activation, or process upset it is essential to safely dispose of excess natural gas.
2. Contractor shall design, supply, install and commission a dedicated enclosed ground flare system with all accessories at SunPetro's designated location for handling the gas vents or relief streams considering a maximum flare load capacity of 2,00,000 SCMD.
3. Contractor shall consider the supply, installation and commission of the suitable enclosure and ignition system for the proposed ground flare system along with all works at site in its scope.
4. The ground flare system shall provide smokeless combustion, low radiation, and noise control, while complying with statutory emission standards and ensuring the safety of personnel and assets.
5. Contractor shall hookup the system up to the defined battery limits, ensuring proper integration with the existing facility.
6. Technical Data of the gas for flaring:
 - a. Composition of rich associated gas (with + / - 10% variation):

S. No.	Component	% v/v
1	Methane	54.39
2	Ethane	4.45
3	Propane	17.76
4	i-Butane	9.84
5	n-Butane	6.39
6	i-Pentane	1.80

7	n-Pentane	0.86
8	Hexane+	0.90
9	Nitrogen	1.27
10	Carbon Di Oxide	2.35
11	Oxygen	0.00
12	Helium	0.00
Total		100

- b. Maximum flared gas flowrate: 2,00,000 SCMD.
 - c. Line Pressure: 0 - 0.8 barg.
 - d. Line Temperature: 35 – 55 °C (expected operating range).
 - e. Material of Construction: Inconel.
7. Contractor shall consider suitable ignition system as per best industry practices.
 8. Contractor shall supply all the relevant items after obtaining from approval from SunPetro for executing the SoW as per the contract.
 9. All civil, mechanical, electrical and piping related works shall be in the scope of the Contractor.
 10. All the work related to laying, pre-commissioning, commissioning (including mechanical completion, hydrotest, etc.) shall be as per standard procedure and approval from SunPetro.
 11. Contractor shall execute the SoW by following GIPIP applicable for upstream Oil and Gas facilities.
 12. All required site activities for hookup shall be carried out under the supervision of the designated official from SunPetro.
 13. All the startup and commissioning spares shall be in the scope of Contractor. Contractor shall submit the list of 2 years' O&M spares along with bid for evaluation.
 14. Contractor shall be responsible for preservation, care and custody of material and equipment as required for the job.
 15. Contractor shall keep track of every line pipe and fitting, handed over (if any) by SunPetro for pipeline fabrication, installation and spools assembly, throughout the duration of the work.
 16. Contractors shall ensure the material of construction and painting system of different equipment considering the corrosive coastal environment.
 17. Contractor shall implement all the modifications as per the recommendation of HAZID/HAZOP workshops to be conducted by the Company post award of Contract.
 18. Contractor shall define operational boundaries and interface between them, ensuring clarity in the system.
 19. Contractor shall develop and keep up to date a detailed Battery Limits list and define the operational boundaries and interfaces between them, ensuring clarity in system responsibility, safety, and operational efficiency.
 20. Contractor shall ensure highest standard of HSE as well as quality guidelines throughout the execution period of the contract.
 21. Contractor shall consider the timeline for execution for the SoW as 6 months.

22. Contractor shall submit following set of documents including but not limited to:
 - a. Process Design Basis and Calculations,
 - b. PFDs and P&IDs of the flare system,
 - c. Equipment datasheets,
 - d. Isometrics, General Arrangement drawings, plot plans
 - e. All test certificates.
23. Contractor is advised to visit the site to get acquainted with the site conditions before submission of bid.
24. Contractor shall submit to SunPetro the as-built documents along with native files post execution of the SoW as per the tender.
25. Contractor shall ensure to provide services for safe operations of the supplied system post installation and commission.
26. Codes, Standards & Regulations:
 - a. Ground flaring system shall be implemented as per following codes, standards and regulations including but not limited to:

ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
API	American Petroleum Institute
ISA	International Society of Automation
NACE	National Association of Corrosion Engineers
IEC	International Electro-technical Commission
IEEE	Institute of Electronic and Electrical Engineers
ASCE 7-16	Minimum design loads and associated criteria for buildings and other structures
API 521	Pressure-Relieving and Depressurising Systems
API 537	Flare Details for Petroleum, Petrochemical and Natural Gas Industries
ASME B16.5	Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard
ASME STS-1	Steel Stacks
ASTM A123/A123M 2	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A143/A143M	Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
ASTM A153/A153M	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A384/A384M	Standard Practice for Safeguarding Against Warpage and Distortion During Hot Dip Galvanizing of Steel Assemblies
ASTM A385/385M	Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
ASTM A475-03	Standard Specification for Zinc-Coated Steel Wire Strand
ASTM A586-04a	Standard Specification for Zinc-Coated Parallel and Helical Steel Wire Structural Strand
ASME B30.7	Base Mounted Drum Hoists
ASME B31.3	Process Piping
ASME B36.10M	Welded and Seamless Wrought Steel Pipe
ASME BPVC Sec V	Non-destructive Examination
ASME BPVC Sec IX	Welding Procedure and Performance Qualification
NORSOK M_501	Surface Preparation and Protective Coating
AACE	Recommended Practice 18R-97 Cost Estimate Classification system.
AGA BS 5781	Measurement and Calibration Systems Part-1
IS/IEC 62305	Lightning Protection
ISO 5168	Measurement of Fluid Flow – Estimation of uncertainty of a Flow Rate Measurement
ISA 5.1	Instrumentation Symbols and Identification
ISA 5.4	Instrument loop diagrams
ISA 5.5	Graphic symbols for process display

ISA 7.0.01	Quality standard for instrument air
ISA 12.04.01	Electrical apparatus for explosive gas atmospheres - part 2: pressurized enclosures "p"
ISA RP12.06.01	Recommended practice for wiring methods for hazardous (classified) locations instrumentation - part 1: intrinsic safety.
60529	Degrees of protection provided by enclosures (IP code)
61508	All parts - functional safety of electrical/electronic/programmable electronic safety related systems
61511	All parts - functional safety - safety instrumented systems for the process industry
ISO EN 5167	Measurement of fluid flow by means of pressure differential devices.
ISO EN 4126	All parts: safety devices for protection against excessive pressure
EN ISO 15848-1	Industrial valves - measurement, test and qualification procedures for fugitive emissions - part 1: classification system and qualification procedures for type testing of valves
EN ISO 10497	Testing of valves - fire type-testing requirements
NFPA 10	Standard for Portable Fire Extinguishers
OISD-RP-110	Recommended Practices on Static Electricity
OISD-STD-111	Process Design & Operating Philosophies on Fired Process Furnace
OISD-STD-113	Classification of Area for Electrical Installations at Hydrocarbon Processing & Handling Facilities
OISD-STD-114	Safe Handling of Hazardous Chemicals
OISD-STD-118	Layouts for Oil and Gas Installations
OISD-RP-149	Design aspects for safety in electrical systems
OISD-STD-152	Safety Instrumentation for Process System in Hydrocarbon Industry
OISD-STD-164	Fireproofing of Steel Supporting Structures in Oil & Gas Industry
OISD-GDN-180	Lightning Protection
OISD-STD-186	Simultaneous Operations in E&P Industry
OISD-GDN-192	Safety Practices during Construction
OISD-GDN-207	Contractor Safety

Others applicable standard

- Pressure Vessels ASME code Sec. VIII Div.1
- Pressure vessels ASME code sec. II – Materials
- Pressure vessels ASME code sec. V – Non-Destructive Examination.
- Pressure vessels ASME code sec. IX – Welding & Brazing Qualification.
- ASME B-16.5 Pipe Flanges and Flanged Fittings.
- ASME B-16.47 Large diameter steel Flanges
- ASME B-16.21/20 Pipe Flange Gaskets
- ASME B31.3 Process piping
- API 5L – Specification of line pipe.
- OISD-STD-116 Fire Protection facilities for Petroleum Refineries and Oil/Gas Processing Plants
- OISD-STD-128 Inspection of unfired pressure vessels.
- OISD-STD-132 Inspection of pressure relieving devices.
- Petroleum Rules: Static & Mobile Pressure Vessels
- WRC Bulletin # 107 Local Stresses in Spherical & Cylindrical Shells due to External Loadings
- WRC Bulletin # 297 Local Stresses in Cylindrical Shells due to External Loadings on Nozzles
- WRC Bulletin # 368 stresses in intersecting Cylindrical Shells subject to pressure.
- Indian standard IS 803 Code of practice for design, fabrication and erection of vertical mild steel cylindrical welded oil storage tanks.
- IS 875 (Part 3) Code of Wind Loads on Buildings and Structures
- IS 1893 (2002) Code of Seismic Design
- IS 2825 - Code for Unfired Pressure Vessel (1969): For equipment's which require Government body approval like PESO.

Note: All works shall be executed as per Good International Petroleum Industry Practices (GIPIP). The contractor shall follow all the relevant codes and standards if missed in above lists.

SECTION-IV

RESPONSIBILITY MATRIX

S. No.	Item Description	Scope	
		Contractor	SunPetro
1	Design, Engineering, Supply, Installation and Commissioning of Enclosed Ground Flare System with all accessories	<input type="checkbox"/>	
2	Tie-in up to battery limit	<input type="checkbox"/>	
3	Accommodation for contractor personnel	<input type="checkbox"/>	
4	Providing available technical data		<input type="checkbox"/>
5	Quality control and test certificates approved by a reputed Third-Party Inspector (TPI)	<input type="checkbox"/>	
6	Contractor's site office	<input type="checkbox"/>	
7	All civil, mechanical, electrical and piping works for the Enclosed Ground Flaring System	<input type="checkbox"/>	
8	PFD, P&ID, Datasheet, GA drawing, layout diagram, equipment test certificates, flare radiation/dispersion report, mechanical datasheets, utility summary, control narratives, and cause & effect. etc.	<input type="checkbox"/>	
9	Quality related documents such as QAP/ITP, WPS/PQR, NDT, hydro/pneumatic test procedures, refractory inspection etc.	<input type="checkbox"/>	
10	Preparation and submission of time schedule	<input type="checkbox"/>	
12	DCI (Document Control Index), MCI (Material Control Index)/Daily/forthrightly/ weekly progress reports	<input type="checkbox"/>	
13	Submission of proposed vendor list for approval by SunPetro	<input type="checkbox"/>	
14	HAZID/HAZOP workshop	<input type="checkbox"/>	
15	Documentation/assistance related to statutory approvals (PESO, GPCB etc.)	<input type="checkbox"/>	
16	Supply of PPE and tools and tackles required for execution of job	<input type="checkbox"/>	
17	Commissioning Report and As-built documentation along with all native files	<input type="checkbox"/>	
18	Any other related work / item required for completion of job but not specifically mentioned	<input type="checkbox"/>	

SECTION-V

**Quality Control &
Quality Assurance
and
Packing, Marking, Documentation
and Delivery Instructions**

QUALITY CONTROL & QUALITY ASSURANCE

1. General

- 1.1 The Goods supplied by Supplier shall be strictly in accordance with technical specification set forth in SOS and PO issued. Trade names of products which have been identified by COMPANY accepted as meeting COMPANY's requirements will be given along with the specifications, where applicable.
- 1.2 Supplier shall be responsible for quality control of the Goods.
- 1.3 The PO issued pursuant to the Contract will specify whether or not the Goods are subject to inspection by COMPANY or its authorized representative(s).
- 1.4 Upon reasonable notice given to Contractor, Supplier shall ensure that COMPANY has the opportunity to inspect the Goods at any time, either at Supplier's facilities or at the facilities of Supplier's Suppliers, or wherever else the Goods may be located. Such inspection shall be in accordance with the requirements in Scope of Supply (SOS) and shall not relieve Supplier of any obligations under the Contract and PO issued thereto.
- 1.5 All Goods furnished by Supplier shall be available for inspection at all reasonable times by COMPANY or their representatives. For such purpose Supplier shall allow or procure for COMPANY and/or its above mentioned authorized representative access to all workshops and other places where Goods are being manufactured (including the premises of Supplier's Suppliers) and COMPANY reserves the right to finally survey quality and place of final acceptance in accordance with Clause 3.3.10 (Title and Risk) of General terms & Conditions. COMPANY's inspection, failure to inspect or waiver of inspection of any part of the Goods shall not constitute acceptance thereof nor relieve Supplier of its obligation to comply with the provisions of the Price Agreement. If, upon inspection, any Goods are considered by COMPANY not to be of an acceptable standard in accordance with the Contract specifications, Supplier shall on receipt of notice from COMPANY, repair or replace the same at its own cost and to COMPANY's satisfaction and Supplier shall be allowed no extension of time on account of such performance or replacement. In the event of Supplier's failure, following written notification from COMPANY, to repair or replace within a reasonable period of time any Goods considered unacceptable by COMPANY, COMPANY may repair (or have repaired) or replace the Goods at Supplier's expense and deduct the cost thereof from the Price Agreement.
- 1.6 If in compliance with the provisions of the Price Agreement, or by COMPANY's instructions or by reason of any applicable law any Goods are required to be tested or inspected, Supplier shall give COMPANY timely notice of Supplier's readiness for test/inspection thereof and, if the same is to be witnessed by someone other than COMPANY of the date fixed there for. Supplier will be reimbursed at cost for any tests / inspections not detailed or specified in the Price Agreement/PO.
- 1.7 In the event of a complete or partial failure in any tests referred to in Paragraph "1.6" above, or for any other reason, COMPANY may request special tests. Supplier shall be responsible for all costs and any schedule impacts associated with such special tests, however, in the event that these tests disclose the Goods to be in accordance with the Price Agreement, such costs shall be to COMPANY's account and where such tests have an adverse effect on the delivery schedule, the Due Date for Delivery shall be extended by the time spent on such special tests.
- 1.8 All instruments, machines and equipment (including the testing laboratory) shall be subject to examination by or on behalf of COMPANY before they are used for the purpose of any tests.
- 1.9 If COMPANY appoints an Inspector, Supplier shall coordinate with such Inspector and treat its authorized representatives in the same manner, as COMPANY's authorized representatives, for inspection and testing of Goods under the provision of this Price Agreement.

2. Goods Subject to Inspection by COMPANY

- 1.1 COMPANY or its Inspector will carry out intermediate and final inspections depending on the nature of the Goods. COMPANY will provide the Supplier with the name and address of the Inspector.
- 1.2 Supplier shall provide at its expense:
 - 1.2.1 All facilities required by the Contract and PO(s) issued thereto for the Inspector to inspect the Goods.
 - 1.2.2 Any required certificates including test and material certificates.
- 1.3 In the event of inspection requirement by COMPANY or its authorized representative(s), Supplier shall advise Inspector and COMPANY of the date on which and the location where the Goods are ready for Inspection. Such advice shall be by fax and shall name COMPANY's Inspector. The Goods shall be set up in Supplier's or Suppliers' facilities, as far as necessary to carry out inspection.
- 1.4 Goods inspection shall be handled as follows:
 - 1.4.1 The Inspector shall reject all Goods that are found to be of unacceptable quality or workmanship, or fail to comply fully with the requirements of "A/B" and shall write and issue, on-the spot, to the Contractor, a "Note of Non-acceptance". Note of Non-acceptance shall clearly state the basis for the rejection. Supplier shall submit to COMPANY the Inspector's notes.
 - 1.4.2 Subject to COMPANY's approval, Supplier shall take corrective action on rejections at Supplier's sole expense and with due regard to its obligation to deliver the Good in time.
 - 1.4.3 The cost of additional inspections caused by Supplier's non-compliance with Scope of Supply (SOS) and PO issued thereto shall be to Supplier's account.

3. Goods Subject to Inspection by Supplier / Manufacturer

Supplier shall, at its sole cost and expense, carry out all inspection and testing and shall provide certificates that may be required under the provisions of the Price Agreement. Such certificates shall be sent to COMPANY or its authorized representative(s) within one week from the date on which the Goods have been tested or inspected. Non-compliance will result in payment being deferred until certificates have been received.

PACKING, MARKING, DOCUMENTATION AND DELIVERY INSTRUCTIONS

1. DOMESTIC SHIPMENT

1.1 PACKING AND PROTECTION INSTRUCTIONS

SUPPLIER shall be responsible for packing and protection of the goods whilst in transit to the destination shown on page one (1) of the Contract.

1.2 MARKING INSTRUCTIONS

1.2.1 Stencil on two sides and one end in clear characters, at least centimeters high (where case size permits, otherwise use optimum size for each package dimension), the marks set out hereunder. If goods are to be shipped in shipping line containers then marking may be stenciled on one end only. However, packages must be stowed in a manner, which exposes these marks.

1.2.2 Packages containing fragile articles must be packed with special precaution against risk of breakage. Such containers must be stenciled on all sides "FRAGILE – HANDLE WITH CARE". This marking must be in English. Where cases are not to be overturned SUPPLIER must show on the cases clear and readily visible identification to ensure they are kept in the correct position.

1.2.3 Packages/equipment of five tons or more must be marked with slinging points and also clearly show on all sides the center of gravity. This is of paramount importance for pressure vessels and heat exchangers.

1.2.4 For hazardous/dangerous or restricted material, mark as specified by relevant international standards and regulation. Specific reference is made to most recent regulations of the International Civil Aviation Organization (for airfreight) and the International Maritime Cargo Organization (for sea freight).

1.2.5 Metal tags or labels must be stamped or indelibly marked with full shipping marks and must be securely attached using 6 twists of stainless steel wire to all loose bundles or uncrated items, alternatively marking boards can be securely strapped to bundles.

1.2.6 Each package and contents must clearly show the country of origin of the goods.

1.2.7 Number packages consecutively, i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers.

1.2.8 All material must also bear the following **SHIPPING MARKS** in full: -

- **Marks according to final destination.**
- **Supplier's Name (in full)** _____
- **Contract No. (in full)** _____
- **Tag No. (if applicable)** _____
- **Contract Item Nos.** _____
- **Box No.:** _____ **of** _____
- **NDC Materials & Purchasing Department –**
- **FOR (Destination as Page 1 of Contract).**
- **Gross Weight** _____ **kilos.**
- **Net Weight** _____ **kilos.**
- **Length x Width x Height** _____ **centimeters.**
- **Total Volume** _____ **cubic meters.**
- **Country of Origin** _____

Where appropriate, description signs such as 'FRAGILE', 'GLASS', 'THIS WAY UP', 'HAZARDOUS', 'RESTRICTED', 'FLASH POINT', etc. shall be prominently marked.
Delete as applicable (please check with Freight Forwarder prior to marking).

1.2.9 Two packing lists detailing actual contents and listing all rust prevention agents and removal solutions, should be enclosed in each package. A master list detailing all

packages, listing Contract and Item Nos. For each item contained in the complete consignment, should be included in package No. 1.

1.3 SHIPPING AND DOCUMENTATION INSTRUCTIONS

1.3.1 Immediately the goods are in all respects ready for shipment, SUPPLIER shall contact NDC Purchasing Coordinator (for Contracts issued on a delivered NDC Operating Unit basis) or NDC's Freight Forwarder (for Contracts placed on a delivered Freight Forwarder basis). Twenty-four (24) hours Prior Notification shall be given for delivery.

1.3.2 In addition to any other requirements of these instructions, an original and one (1) copy of the Packing List must accompany each shipment together with an original and one (1) copy of the delivery note. It is Supplier's responsibility to obtain a receipt for proof of delivery.

2. OVERSEAS SHIPMENT

The following instructions are intended as minimum requirements, and adherence to these instructions in no way absolves or relieves SUPPLIER of any responsibility or obligation outlined in the Contract.

- a. Shipment shall be effected by either a Conference Line vessel or a vessel acceptable to COMPANY's insurers.
- b. Sea carrier's certificate issued by Owners, Agents or Master of vessel to the effect that the carrying vessel is neither Israeli owned nor calling at/passing by any Israeli port during the voyage.

2.1 PACKING AND PROTECTION INSTRUCTIONS

2.1.1 Due to climatic extremes encountered in India (i.e. extreme heat, high humidity and fine drifting sand) and the complex transport operation (i.e. truck, sea or air), it is essential that protection and packing is of the highest standard. SUPPLIER must ensure that this will adequately protect material during the total transport operation from factory to job-site including short-time storage on site. Liability for damage to goods due to defective/or insufficient packing, as well as for corrosion due to insufficient protection, is to be borne by SUPPLIER.

2.1.2 High quality wooden cases and/or crates shall be used. These should be constructed of top quality softwood or rigid plywood and be solid and robust. Ends should be screwed or nailed in a manner where no sharp pieces are exposed.

2.1.3 UNDER NO CIRCUMSTANCES SHALL FIBREBOARD, CARDBOARD OR SIMILAR CARTONS BE USED AS OUTSIDE PACKING.

2.1.4 All items of fragile nature shall be suitably packed with special precaution against risk of breakage. Where material is encased or otherwise completely enclosed, the SUPPLIER shall be responsible for suitable inner packing, protection and wrapping of any items subject to damage from moisture and/or corrosion. Provision must also be made to include desiccant materials, i.e. silica-gel where appropriate.

2.1.5 Hay, straw or similar vegetable fibres subject to disease or fungus shall not be used in packing.

2.1.6 All heavy equipment shall be securely fastened to the bottom of the case with coach-bolts and wing-nuts and shall be blocked and braced to prevent movement. All exposed ends and open flanges shall be protected and covered against damage, using caps sealed with waterproof tape and blanks bolted over each flange face using a suitable gasket material to ensure a watertight joint. Large equipment which does not require to be completely enclosed by packing shall be palletized or skidded.

2.1.7 Cases weighing more than 136 kgs. shall have raised skid platform or pallet base, to permit sling or forklift truck handling.

2.1.8 Do not consolidate any two or more orders in any one package, before prior agreement with COMPANY.

- 2.1.9 All hazardous material must be prepared in adherence to the detailed requirements relating to packing, marking and labelling set out in the most recent report of the Board's Standard Advisory Committee on the Carriage of Dangerous Goods in ships (The Blue Book), for sea freight and the restricted articles regulations, laid down by the International Air Transport Association, for airfreight.
- 2.1.10 Two packing lists detailing actual contents and listing all rust prevention agents removal solutions should be enclosed in each package. A master list detailing all packages, listing Contract and Item Nos. for each item listed in the complete consignment should be included in package number 1.
- 2.1.11 The preparation for export shipping (including packing) may be subject to inspection by COMPANY or appointed representative at Supplier's plant prior to shipment and at dockside prior to Loading aboard ship. Inspection shall not relieve SUPPLIER of any responsibilities or obligations under the terms and conditions of the Contract.
- 2.1.12 All spare parts (such as commissioning spares or one year operational spares) when available at time of shipment of main equipment, must be either packed and clearly marked and included in main packing case attached to base boards, or, if size and dimensions deem separate shipment then shall be properly protected for short term storage in accordance with relevant Contract Specification and then packed in accordance with Paragraphs 2.1.2 or 2.1.3 (above).
- 2.1.13 If SUPPLIER is in any doubt as to the correct method of protection or packing, please contact the COMPANY by telex or fax with a copy to the appointed Forwarding Agent.

Note: SUPPLIER should ensure that marking and preparation for shipment instructions which are listed by commodity of equipment and attached to each Contract are passed on to their dispatch departments, or sub-SUPPLIER s, prior to commencement of packing.

2.2 MARKING INSTRUCTIONS

- 2.2.1 Stencil on two sides and one end in clear characters at least 5 centimeters high (where case size permits, otherwise use optimum size for each package dimension), the marks set out above (If goods are to be shipped in shipping line containers then marking may be stenciled on one end only. However, packages must be stowed in a manner which exposes these marks).
- 2.2.2 Packages containing fragile articles must be packed with special precaution against risk of breakage. Such containers must be stenciled on all sides "Fragile - Handle with Care". This marking must be in English. Where cases are not to be overturned SUPPLIER must show on the cases clear and readily visible identification to ensure they are kept in the correct position.
- 2.2.3 Packages/equipment of five tons or more must be marked with slinging points and also clearly show on all sides the center of gravity. This is of paramount importance for Pressure Vessels and Heat Exchangers.
- 2.2.4 For hazardous/dangerous or restricted material, mark as specified by relevant.
- 2.2.5 All spares orders must be clearly marked as spares and shall not be simply included unmarked with main equipment.
- 2.2.6 Metal tags or labels must be stamped or indelibly marked with full shipping marks and must be securely attached using 6 twists of stainless steel wire to all loose bundles or uncrated items, alternatively marking boards can be securely strapped to bundles.
- 2.2.7 Each package and contents must clearly show the country of origin of goods.
- 2.2.8 Number packages consecutively i.e. 1 of 10, 2 of 10 etc. Do not duplicate package number.
- 2.2.9 All materials must also bear the following shipping marks in full within a yellow coloured:
MARKS:- According to final destination:-
P.O. No. (in full)

Tag No. _____ (if applicable)

P.O. Items No's - _____

Box No. _____ of _____

COMPANY Port Mark India Seaport

Gross _____ Kilos

Net _____ Kilos

Length x width x height in centimetres

Total Cube in _____ Cubic Meters

Made in _____ (Country of Origin)

And where appropriate description signs such as:

"Fragile", "Glass", "This Way Up", "Hazardous", "Restricted", "Flash Point", etc.

* Delete as applicable (please check with nominated forwarding agent prior to marking).

2.3 DOCUMENTATION

2.3.1 Shipping Invoices and Packing Lists

2.3.1.1 Combined Invoice/Packing Lists must clearly describe each Contract item. Export marks, including all weights and dimensions, must be shown. If goods are packed in containers then exact details of materials in each container and container number must be shown on Combined Invoice/Packing List. Description of each item on these documents must match the Contract Description.

2.3.1.2 Combined Invoice/Packing Lists must be typewritten and the original and all copies must be manually and individually signed in ink by Supplier's authorized signatory as follows:

-I/We hereby certify that this Invoice is true and correct and that these materials are of _____ origin, (Specific Country of Origin) of goods e.g. United Kingdom, France, U.S.A., etc. - E.E.C. EFTA or any other group of countries is not acceptable) and manufactured by (Name and Address of Manufacturer(s)).

-Signed

2.3.1.3 Additionally, the following details shall be provided on all Combined Invoice/Packing Lists :

-Contract number.

-Delivery Terms of Contract, (i.e. CFR., etc.).

-Item number, quantity and complete description of goods precisely in accordance with the Contract including any tag, item coding or stock numbers as specified. The description must match the packing list.

- Itemized net price, both unit and total, of the goods, wherever applicable. Prices and extensions must be accurate but no discount shall be shown.

-Marks, numbers, quantity of packages and contents of each package.

-Gross and net weight in Kg, and dimensions of each package in cu. m.

-Name(s) and address(es) of actual manufacturer(s).

-"Partial Shipment" or "Final Shipment" if delivered in partial consignments, separate documents must be raised and issued for each separate consignment. Final shipment against this order must be marked "Final Shipment-Order Complete".

2.3.1.4 Hazardous materials must be identified on a separate Combined Invoice/Packing List, from non-hazardous materials. All hazardous materials must be identified by the appropriate hazardous class and technical and proper shipping name. All Combined Invoices/Packing Lists for hazardous materials shall contain the following statements:-

"This is to certify that the above named materials are properly classified, described, packaged, marked and labelled, and are in proper condition for transportation according to the appropriate Government of International Transportation Regulations".

NAME _____ COMPANY NAME _____
 TITLE _____ SIGNATURE _____
 HAZARD CLASS U.S. NO. _____
 TECHNICAL SHIPPING NAME _____

SUPPLIER must produce necessary hazardous cargo certificates in accordance with the appropriate regulations for all shipments. On application to the Project Freight Forwarder these forms will be supplied for completion.

2.3.1.5 SUPPLIER must provide all information shown in Paragraphs 2.3.1.1–2.3.1.4 to enable COMPANY to produce the Combined Invoice/Packing List, should COMPANY decide to handle certification & legalization of these shipping documents.

2.3.2 Certificate of Origin

2.3.2.1 This document is crucial for the clearing of all materials into Abu Dhabi. Utmost care must be exercised to ensure that all information is absolutely clear and correctly represented and that the origin is always true.

India Customs check certificates of origin very carefully and also physically inspect materials for manufacturers name and country of origin.

2.3.2.2 The SUPPLIER shall arrange for the timely preparation, certification and legalization of all Certificates of Origin. SUPPLIER must supply such information and documentation as required to COMPANY's Freight Forwarding Agent. Failure to do so will delay shipment and payment.

2.3.2.3 Where materials are supplied as separate units which are manufactured by separate sub-SUPPLIER and included in one consignment, those separate manufacturer's names and addresses must be declared on the Certificate of Origin.

2.3.2.4 ALL Suppliers' Company names must be shown in full. Initials are not acceptable. If your Company trades using its initials, the full Company name must be shown and in brackets after it, the initials.

2.3.2.5 Where materials are purchased from sub-SUPPLIERs for incorporation into one final unit product and the sub-SUPPLIERs have manufactured the items in the same country as the producer of the final unit product, declare the name and address of the manufacturer of the final product.

2.3.2.6 Where materials are manufactured as one final product which contains materials from sources outside the producing country, declare the percentage by country of the constituent materials.

2.3.2.7 In cases where a certain country's commercial law prohibits the name and address of the Manufacturer being shown on the body of the Certificate of Origin, a separate Manufacturer's Declaration shall be completed and legalized.

2.3.2.8 The Declaration shall be drawn up on Supplier's Company letterhead and state: - "We hereby certify that the goods covered in Invoice Number _____ and Certificate of Origin Number _____ have been manufactured by _____ (full name and address of actual manufacturer(s) and are of _____ (country) origin." Contract reference and description of goods shall also be included.

This Declaration shall be signed in ink by authorized signatory of SUPPLIER

2.4 SHIPPING INSTRUCTIONS

2.4.1 COMPANY will advise the Forwarding Agent to arrange shipping of project goods after release/waiver of inspection, packing & receipt of correct documentation from SUPPLIER.

2.4.2 Shipment direct from the sub-SUPPLIER may only be arranged after written agreement with COMPANY.

If shipment of GOODS is to be made directly from sub-SUPPLIER works, it is Supplier's

responsibility to ensure that sub-SUPPLIER pack and mark all materials and equipment in accordance with these instructions, together with any specific instructions for preparation and marking prior to shipment.

SECTION-VI

BID EVALUATION CRITERIA

A. Technical Evaluation Criteria

- a. Bidder shall have proven track record of supplying at least two (2) enclosed ground flare system to Oil & Gas companies similar to this scope of work in last three (3) years.
- b. Bidder should have experienced manpower / experts as specified, on their rolls, for carrying out such activities. CV's to be shared along with bid.
- c. Bidder shall submit the documents in support (PTR, Work completion certificate) of the above criteria.
- d. Bidder to confirm having a setup / workshop in India, preferably nearer to Company's delivery location i.e Gujarat, to support Commissioning, Installation, trouble shooting and execute warranty. Details of the setup along with address, necessary infrastructure and expert manpower is to be submitted along with the technical bid.

B. Commercial Evaluation Criteria

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

C. Financial Evaluation Criteria

- a. The bidder should have average yearly turnover for last three financial years (2022-23, 2023-24 and 2024-25) more than INR 2 (two) Crore. Bidder can also meet the financial criteria by submitting financial backup from Parent Company in such a case bidder is required to submit necessary document to established the relationship.
- b. The net worth of the bidder for FY 2024-25 should be positive with positive cash flow and profitability for last minimum 2 years out of 3 years.
- c. CA certified net worth certificate to be provided for both C.a and C.b.
- d. Bidder to submit Audited Financial Statement for FY 2022-23, 2023-24 and 2024-25.

D. Discount

Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.

E. GENERAL

Bidders to note the followings:

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

- c. In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- d. Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.

F. Joint Venture / Consortium Bidder's Bid

- 1. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
- 2. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium whose past experience and technical capabilities matches with the BEC. However the contract shall be awarded with joint and several liabilities on all the parties to the consortium / joint venture.
- 3. In case of Joint venture / Consortium Bid, following additional requirements must also be satisfied:
 - I. Indian bidders whose proposal for technical collaboration / Joint Venture / consortium involves foreign equity participation / or payment of royalty and / or a lump-sum for technical know-how and wherever Govt. approval is necessary on their application submitted to SIA (Secretariat for Industrial Assistance), are required to submit:
 - A copy of Govt. approval, along with techno-commercial bid (if already granted).
 - OR
 - Furnish an undertaking to submit a copy of the required approval prior to the date of price bid opening.
 - II. Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.
- 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.

SECTION-VII

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

BILL OF QUANTITY (BOQ) / PRICE SCHEDULE

Bidder shall quote as per the following format. Contract shall be awarded to the technically acceptable most competitive bidder.

S. No.	Description	Qty	UOM	Unit Rate (INR)	Total Amount (INR)
1	Design, Engineering, Supply, Installation and Commissioning of Enclosed Ground Flare System with all accessories. <i>(Bidder to submit separate sheet mentioning the price breakup for supply & service portion)</i>	1	LS		
2	2 years' O&M spare <i>(Bidder to submit separate sheet mentioning the list of spare part, unit rates and quantity)</i>	1	LS		
3	Day-rate of Service Engineer for troubleshooting all inclusive	1	Per Day		
	Total Cost (INR)				

Note:

1. Price shall be inclusive of all taxes and duties except GST/IGST which will be paid extra as applicable.
2. The above rates are inclusive of all charges including transportation cost till our specified site location in Gujarat. No additional charges towards freight / transportation / insurance / loading / unloading etc. shall be payable.
3. The above prices shall also be inclusive of all considering delivery, installation, commissioning & testing at designated site of SunPetro.
4. All packages must bear labels mentioning name of product, name of manufacturer, date of manufacturing, batch no, Tare weight, gross weight and net weight of material.
5. Delivery & completion Period: 6 months from the date of PO/LOA/Contract or Bidder to quote their best delivery / completion period.
6. **Warranty Period:**
Eighteen (18) months from date of supply or Twelve (12) months from date of commissioning whichever is earlier. However, bidder can quote the warranty period beyond 18 months. Bidder to specify visits of the operator during warranty period for routine checkups and troubleshooting.
7. **Payment Schedule:** within 30 days of delivery of material and submission of undisputed invoices.
8. Delivery & Work Location Address:
➤ **Bhaskar Field**
Sun Petrochemicals Pvt. Ltd. (SunPetro). Bhaskar Field, Central Processing Facility (CPF), Pandad-Tamsa Road, Village: Pandad, Tal: Khambhat, Dist: Anand, Gujarat – 388625.
9. **Documents to be submitted at the time of delivery**
Original – Challan/Packing List, Invoice, Consignment Note/ Bill of Lading / Air Waybill, Inspection Certificate, Material Test Certificate if any, Guarantee/Warranty Certificate, Installation Manuals, and any other supporting documents.
10. **Note for Essentiality Certificate**
Bidder is required to confirm from SunPetro prior to delivery of Material for availability of Essentiality Certificate (EC) for availing zero customs duty / concessional taxes benefit.
All documents, as applicable to be sent at least two (2) weeks prior to SunPetro by email to enable SunPetro to initiate obtaining Essentiality Certificate to avail zero customs duty / concessional taxes benefit.
11. All cost towards providing logistics, boarding, lodging, statutory dues, insurance, travel, training, food, etc to the personnel deployed by the Contractor shall be at the cost of the Contractor.
12. Performance Bank Guarantee for 10% of annual estimated contract value as agreed by Company to be submitted by Contractor within 15 days of issuance of award but before commencement of work as per provisions of Contract.

SECTION-VIII

MODEL CONTRACT

- **Preamble of the Contract**

**APPENDIX(i): General Conditions of the Contract
(GCC)**

**APPENDIX(ii): Special Conditions of the Contract
(SCC)**

PREAMBLE OF THE CONTRACT

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

BY AND BETWEEN

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

AND

[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 for Design, Engineering, Procurement, Construction, Supply, Installation and Commissioning of Enclosed Ground Flare System for Oil and Gas Processing Facility of Bhaskar-1 field Near Khambhat of Gujarat, India

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 Works all equipment and /or materials and execute and perform all Services /Works strictly according to the SCOPE OF WORK (SECTION-III) various provision in tender schedule and Contract and upon such supply, execution and performance of services to the satisfaction of the Company, the Company shall pay to the Contractor at the rates accepted as per the said tender schedule (Attached at SECTION-VII) 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 GCC (General Terms and Conditions)
- 3] Special Terms & Condition of Contract (SCC)
- 4] Scope of Work (Specifications and Scope of Works)
- 5] Responsibility Matrix
- 6] QA & QC and TPI/Inspection
- 7] Price Schedule & Bill of Quantity
- 8] Other Appendices & 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 : 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)

Signature _____

Name:

Title:

In presence of witness

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

(CONTRACTOR)

Signature _____

Name:

Title:

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

APPENDIX(i)
GENERAL CONDITIONS OF THE CONTRACT (GCC)

Index

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

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 Contract power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the Contract power to direct decisions of such Party or Person, as applicable, including the Contract power to direct management and Contract 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-VII* 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 Works & 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 The word “Contractor” is “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-III*.
- 3.1.12 “Contractor’s Personnel” shall mean each individual and / or the collective group of Contractor’s employees, Contractor’s subcontractors, and their respective employees, subcontractors,

- licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Contractor's equipment / services are tested, rigged up and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.
 - 3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
 - 3.1.15 "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 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.
 - 3.1.19 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
 - 3.1.20 "Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
 - 3.1.21 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
 - 3.1.22 "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.
 - 3.1.23 "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.
 - 3.1.24 "Deviated / Directional Well" shall mean a Well drilled with the intention of being inclined from the vertical.
 - 3.1.25 "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.
 - 3.1.26 "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.
 - 3.1.27 "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.
 - 3.1.28 "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.
 - 3.1.29 "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.

- 3.1.30 “Government” shall mean Government of India or Government of State, or any Contract political subdivision or administrative agency thereof and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- 3.1.31 “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.
- 3.1.32 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.
 - d. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - e. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - f. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.33 “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 Works 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 Works of the said works at site.
- 3.1.34 “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.
- 3.1.35 “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.
- 3.1.36 “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.
- 3.1.37 “Operator” shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 3.1.38 “PSC” shall mean the production-sharing contract entered between the Government of India and SUNPETRO consortium as its consortium.
- 3.1.39 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.40 “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.
- 3.1.41 “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.
- 3.1.42 “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited.

- 3.1.43 "SunPetro's Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.44 "SunPetro Works Item" shall mean a Works item, which is expressly identified in the Contract as being for Works by SUNPETRO or its contractors.
- 3.1.45 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.46 "SunPetro Designated Base" shall mean well site as informed by Company. However, the contractor shall store/warehouse its equipment and materials at its own costs & risks.
- 3.1.47 "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.
- 3.1.48 "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.
- 3.1.49 "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.
- 3.1.50 "Vertical Wells" shall mean a well drilled with the intention of maintaining the well bore as close as Contract possible to 90° to the surface of the earth.
- 3.1.51 "Well" shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.52 "Well Depth" shall mean the depth (TVD / MD) of each Well as may be specified in SunPetro's Completion Program, which SunPetro may amend from time to time.
- 3.1.53 "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by SunPetro.
- 3.1.54 "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.
- 3.1.55 "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.
- 3.1.56 "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.
- 3.1.57 "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 Primary term of this contract will be 1 (One) year from the date of award with a provision to extend for 1(one) more year on same rate, terms and conditions at discretion of Company. However, the envisaged work under the Contract shall be completed in 6 months from the date of LOA.
- 3.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability:**
- Commencement date: Date of Mobilization , Date of issue of LOA / LOI / Contract
 - Completion date of contract: Expiry Date of Contract
 - Termination Date: Expiry of the Contract
- 3.3 **Materials, Supplies, Equipment, Services and Personnel / Supply of the Goods and Delivery**
- 3.3.1 Any item Works / services requested by Company during contract period to complete the work shall be provided by Contractor.

- 3.3.2 The GOODS shall be supplied by the CONTRACTOR in accordance with the SPECIFICATION, the SCOPE OF SUPPLY and all other requirements of the CONTRACT as set out in Schedule-B, Scope of Supply/Technical Specifications.
- 3.3.3 The CONTRACTOR shall deliver the GOODS in entirety to the DELIVERY POINT by the DELIVERY DATE. If required by the COMPANY, the GOODS shall be delivered unloaded at the DELIVERY POINT.
- 3.3.4 **DELIVERY TIME:** It is confirmed by the CONTRACTOR that all the GOODS as given in SECTION-VII are delivered in(to be quoted by CONTRACTOR) after receipt of LOA/Call out notice from the COMPANY. However, COMPANY intends to inspect the GOODS before shipment which may take 5-7 days for each call out. COMPANY shall inform the CONTRACTOR of requirement in advance and the shipment shall be initiated after completion of satisfactory inspection. It is further clarified that CONTRACTOR is required to ship only those GOODS which are mentioned in the call out notice issued by the COMPANY and approved by COMPANY's inspection team / agency.
- 3.3.5 **DELIVERY POINT-** The DELIVERY POINT of the GOODS ordered by the COMPANY under this Contract will be COMPANY's WAREHOUSE or WELLSITE (either of the two) or any other place as per specified in order.
- 3.3.6 **DELIVERY TERM-** The delivery term (term of shipment) is DDP and shall be guided by the definitions of Incoterms 2020. (Foreign CONTRACTOR can quote CIF Mumbai Port Delivery also).
- 3.3.7 The time for delivery of the GOODS shall be of the essence of the CONTRACT. In the event that delivery of the GOODS is delayed as a result of:
- an event of Force Majeure; or
 - a written request by the COMPANY to delay delivery of the GOODS; or
 - the COMPANY's failure to carry out any of its obligations under the CONTRACT, then the CONTRACTOR shall be entitled to an extension of time to the DELIVERY DATE (equal to the period of delay) and shall promptly request such extension in writing from the COMPANY.
- 3.3.8 **Additional Services, Materials, Supplies and Equipment**
If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the contractor to the Company.
- 3.3.9 The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect the quantities of item(s) / Service(s) as certified by the company's representative.
- 3.3.10 **Title and risk of loss**
- Except as otherwise provided herein, all GOODS furnished by CONTRACTOR hereunder shall become the property of COMPANY when the GOODS or part thereof are delivered to the DELIVERY POINT.
 - Notwithstanding the foregoing, CONTRACTOR shall be responsible for and shall bear any and all risk of loss or damage to the GOODS until delivery thereof in accordance with the delivery provisions of this CONTRACT. Upon such delivery, risk of loss or damage shall pass to COMPANY; provided however, that any loss or damage, whenever occurring, which results from CONTRACTOR's non conforming packaging or manhandling or crating shall be borne by CONTRACTOR.
 - Contractor shall insure Goods on a warehouse-to-warehouse basis
 - The risk of loss of or damage to the GOODS and title to the GOODS shall transfer from the CONTRACTOR to the COMPANY at the time the GOODS are delivered in entirety to the COMPANY at the DELIVERY POINT in accordance with this CONTRACT.
 - CONTRACTOR shall insure GOODS at their full replacement value until delivery of GOODS in accordance with the terms of this CONTRACT and COMPANY may require evidence of insurance at their full replacement value.
 - The delivery of the GOODS by the CONTRACTOR shall be made as per the "Terms of Shipment" mentioned in SECTION-VII, of the CONTRACT and the "Terms of Shipment" shall be guided by the definitions of Incoterms 2020
- 3.4 **INSPECTION AND TESTING**
- The CONTRACTOR shall, at its own cost, be responsible for carrying out all tests and inspections of the GOODS required in accordance with the CONTRACT, together with any other inspections or tests required by any applicable code, LAW, ordinance or regulation.
 - The CONTRACTOR shall give the COMPANY reasonable advance notice in writing of the date, place and time of any inspection or test being carried out on the GOODS and the COMPANY shall be entitled to attend. Copies of all inspection or test reports, inspection or test

data and any other inspection or test information carried out by the CONTRACTOR in terms of the CONTRACT shall be promptly forwarded by the CONTRACTOR to the COMPANY.

- III. The COMPANY and/or COMPANY's appointed inspection agency shall be entitled to inspect and/or test the GOODS at any time prior to delivery (wherever the GOODS may be) and the CONTRACTOR shall give the COMPANY and/or COMPANY's appointed inspection agency all reasonable assistance (including granting, or procuring the grant of, access rights) in respect of any such inspection and/or testing. Any such inspection and/or testing by the COMPANY and/or COMPANY's appointed inspection agency shall not relieve the CONTRACTOR of any obligation under the CONTRACT. Failure by the COMPANY to inspect and/or test the GOODS shall not relieve the CONTRACTOR of any responsibility or liability in respect of the GOODS.
- IV. If the results of any inspection or testing indicate that the GOODS do not conform, or are unlikely to conform, to the CONTRACT, the CONTRACTOR shall immediately take such action as is necessary to ensure conformity at no additional cost to the COMPANY.
- V. The COMPANY shall inspect the GOODS as soon as reasonably practicable before the shipment or after the GOODS have been delivered to the COMPANY in accordance with this CONTRACT. If the GOODS do not meet the requirements of the CONTRACT, the COMPANY shall be entitled to reject the GOODS and shall notify the CONTRACTOR of its rejection. In such event, the risk in, and title to, the rejected GOODS shall immediately re-vest in the CONTRACTOR and the COMPANY shall have no further liability in respect of such rejected GOODS.
- VI. **Inspection of Company Equipment**
Contractor shall have right to inspect and get satisfied on the company equipment; company will provide the full access to the contractor.
- VII. **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. Inspection or approval by Company shall not relieve Contractor of warranty obligations.

3.5 **EXPEDITING**

- I. CONTRACTOR shall be solely responsible for delivery in accordance with the requirements of the CONTRACT and for expediting all matters relating to the CONTRACT and sub-orders with its suppliers. Notwithstanding the foregoing the GOODS furnished under this CONTRACT, including all warranty work, shall be subject to expediting by COMPANY and CONTRACTOR shall bear all costs of such expediting.
- II. COMPANY's REPRESENTATIVES shall be afforded free access during working hours to CONTRACTOR's plants/facilities, and CONTRACTOR agrees to procure a similar right for COMPANY, for expediting purposes with respect to CONTRACTOR's suppliers. In addition, CONTRACTOR shall furnish a weekly progress report by e-mail to COMPANY or as and when requested, in case the GOODS are not readily available and are to be procured by the CONTRACTOR from its supplier.
- III. CONTRACTOR shall notify COMPANY in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

3.6 **DOCUMENTATION**

- I. The CONTRACTOR shall prepare and provide to the COMPANY all DOCUMENTS which are required to be prepared and/or provided by the CONTRACTOR in accordance with the provisions of this CONTRACT, before the DELIVERY DATE as specified in this CONTRACT.
- II. Prior to finalization of any DOCUMENT, the CONTRACTOR shall, if requested by the COMPANY or where required by the CONTRACT, submit such DOCUMENT to the COMPANY for review and/or approval. The COMPANY shall respond to the CONTRACTOR in respect of any such DOCUMENT within the time specified in this CONTRACT (or if no time is specified, within a reasonable period of time).
- III. All DOCUMENTS shall be fit for the purposes specified in the CONTRACT.

- IV. Subject to Clause V below, all DOCUMENTS prepared, produced or created by the CONTRACTOR for the COMPANY pursuant to this CONTRACT shall become the property of the COMPANY and title to, and copyright in, such DOCUMENTS shall vest in the COMPANY from the date of commencement of such preparation, production or creation.
- V. Nothing in Clause IV above shall give the COMPANY any right or CLAIM over any item prepared, produced or created by the CONTRACTOR outside this CONTRACT or which was in existence prior to the date of this CONTRACT, provided that the COMPANY shall have the right to possess and use any such item where it is provided to the COMPANY as part of the DOCUMENTS.

3.7 REPRESENTATIVES

- I. The COMPANY's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the CONTRACTOR's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.
- II. The COMPANY's REPRESENTATIVE(s) shall monitor the performance of the CONTRACT and shall have the authority necessary to enforce the provisions of this CONTRACT.
- III. The CONTRACTOR shall direct all matters relating to the CONTRACT to the COMPANY's REPRESENTATIVE(s) and shall act only in accordance with the instructions of the COMPANY's REPRESENTATIVE(s).
- IV. The CONTRACTOR's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the COMPANY's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.
- V. Either PARTY may:
 - (a) revoke the appointment of any person appointed as that PARTY's representative and may appoint another person as representative in his/her place; or
 - (b) appoint any person to be an additional representative for a stated purpose.
 No such revocation or appointment shall be effective until notice of it is given to the other PARTY.

3.8 COMPANY'S WORK /COMPLETION PROGRAMME

3.8.1 Work Programme:

The completion schedule for laying of pipeline shall be as per Scope of Work. Bidder shall submit a detailed schedule of activities in Project Management Planning & Monitoring software for review.

- 3.8.2 Contractor to Comply with Company's Work / Completion/Works Programme. Contractor shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's Work / Completion / Works 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 / Works programme, as directed by Company and record and report the results of such checks to the Company.

- 3.8.3 Work shall be completed as directed by SunPetro.

3.9 PERFORMANCE OF THE WORK/SERVICES/SUPPLIES

3.9.1 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.

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

3.9.3 Discipline

- 3.9.3.1 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.

3.9.3.2 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.

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

3.9.4 **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 Works 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.

3.10 **TERMINATION BY COMPANY**

3.10.1 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 right to forfeit the PBG.

B. Termination for events specified below:

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

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to Work 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. Company shall also have the right to forfeit the PBG.

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-completion or non-satisfactory performance

The Contractor shall perform the work in accordance with GIPI and the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or does not complete the envisaged work or its performance is non-satisfactory, then Company shall issue a notice ("**Remedy Notice**") to the Contractor to remedy such non-performance or non-completion or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Company may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory

repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:

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

- 3.10.2 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 Contract 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.

3.10.3 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.

3.10.4 De-hiring:

- 3.10.5 Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit program, 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.

3.11 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 Contract 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 Contract policy Manual which should be aligned with Company's HSE Contract policy

3.11.1 **Safety**

3.11.1.1 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.

3.11.1.2 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**.

3.11.1.3 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.

3.11.1.4 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 Contract pointed out by the Company.

3.11.1.5 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.

3.11.1.6 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.

3.11.1.7 Required PPE to be identified & sufficient stock shall be maintained at all time. Also, the Contractor’s Employee shall be trained for uses of PPE.

3.11.1.8 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.

3.11.1.9 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.

3.11.1.10 Contractor shall ensure PTW developed by Company and shall be followed

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

3.11.2 **Environment**

3.11.2.1 Contractor hereby acknowledges Company’s commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and Contract pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the 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

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

3.11.2.3 Valid Contract pollution under control Certificate for Engine above 150 KVA

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

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

3.11.2.6 Contractor should display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.

3.11.2.7 Eye washing station shall be provided at suitable place.

3.11.2.8 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.

3.11.2.9 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 Contract pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.

3.11.2.10 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.

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

3.12 SETTLEMENT OF DISPUTE/ ARBITRATION

3.12.1 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.

3.12.2 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.

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

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

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

3.12.6 **GOVERNING LAW & JURISDICTION**

This CONTRACT shall be interpreted in accordance with and shall in all respects be subject to the Indian Law.

All disputes arising out of this transaction shall be subject to the jurisdiction of courts situated at Mumbai, India

3.13 **ENTIRE AGREEMENT/ WAIVERS**

3.13.1 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 supporting 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.

3.13.2 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.

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

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

3.14 **LIQUIDATED DAMAGES**

3.14.1 **Liquidated damage**

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

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

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

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

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

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

If Contractor for any reason other than Force Majeure, fails to timely complete the work and /or Works or mobilize (fit for purpose) as per the time schedule mentioned in the Contract or the extended date, Company may without prejudice to any other rights or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, one percent (1%) per week on pro-rata basis , for each delayed delivery of an independent item or delayed mobilization or delay in completion of work or any item of group which is required together, up to a maximum of Ten percent (10%) of total contract value.

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

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

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

3.14.3 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.

3.14.4 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.

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

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **CONFIDENTIALITY**

3.18.1 "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).

3.18.2 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.

3.19 **ASSIGNMENT AND SUBCONTRACTING**

3.19.1 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 its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.

3.19.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Subcontractors, the same shall be notified to the Company within a period of 7 days.

3.19.3 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.

3.20 **INVOICING AND PAYMENT**

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

3.20.2 Contractor shall invoice to Company on monthly basis for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per Clause 3.2. (General Instructions) i.e. one (1) year and one (1) year extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment.

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

3.20.3 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.

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

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

Head –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, Andheri (E),

Mumbai – 400072, Maharashtra [INDIA]

3.20.5 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.

3.20.6 The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for

operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

3.20.7 **Audit**

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred to in this Clause will be made during 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.

3.21 **TAXES AND DUTIES**

3.21.1 **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.

3.21.2 **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.

3.21.3 **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 import and export of Contractors Equipment and materials at the Contract rt of entry or the Contract rt of export as the case may be.

- 3.21.4 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.

3.21.5 **Change in Law**

- 3.21.5.1 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.

- 3.21.5.2 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.

3.22 **INSURANCE**

- 3.22.1 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,

- 3.22.2 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 affected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.

- 3.22.3 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.

- 3.22.4 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 changed 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.

3.22.5 The insurance shall cover the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or Contract 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 Contract 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 Contract 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 transport 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.

3.23 **CONTRACTOR'S OBLIGATIONS AND WARRANTIES**

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

3.23.2 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.

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

3.23.4 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.

3.23.5 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.

3.23.6 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.

3.23.7 **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.

3.23.8 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 2 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.

3.23.9 **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.

3.24 **FORCE MAJEURE**

3.24.1 "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:

- 3.24.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 3.24.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 3.24.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 3.24.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.24.1.5 Non-conformance by Sub-contractors.
- 3.24.1.6 Financial distress of Contractor or any Sub-contractor
- 3.24.1.7 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 Contract 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.

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

3.25 **WARRANTIES AND REMEDIES**

- 3.25.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPI 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 works 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 works / materials work at the Contract int of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

- 3.25.2 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.
- 3.25.3 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.
- 3.25.4 Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. Company shall provide boarding and lodging to the Contractor's personnel while at the work.
- 3.25.5 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.
- 3.25.6 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 by the 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
- 3.25.7 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. Contractors 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.
- 3.25.8 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.

3.25.9 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.

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

3.26 **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.

3.27 **INDEMNITY AND LIABILITIES**

3.27.1 **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.

3.27.2 **Liability for Radioactive sources**

The radioactive sources, which Contractor may use in performing the Services, are potentially dangerous. If any radioactive source is lost in a well, at the well site, while being transported by or on behalf of Company or by conveyance arranged by the Company or while under the custody or control of the Company or its representatives, Company shall be solely responsible for recovery or abandonment of the source and shall take special precautions in order to avoid breaking or damaging the source container. If the source cannot be recovered, or if the container is broken, Company shall immediately comply with all laws and regulations applicable to Company, as well as to Contractor as owner of the source, including the isolation and marking of the location of the source, and shall defend, indemnify and hold harmless Contractor from and against any and all liabilities arising with respect thereof, and shall keep Contractor informed of all related developments, except when it is caused due to Gross Negligence or Wilful Misconduct by Contractor Group.

3.27.3 **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.

3.27.4 **Consequential Damage**

Notwithstanding any provision to the contrary elsewhere in this CONTRACT and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise):

- (a) the COMPANY shall be liable for, and shall defend, indemnify and hold the CONTRACTOR GROUP harmless from and against the COMPANY GROUP's own consequential or indirect loss arising out of or in connection with the performance of this CONTRACT; and
- (b) the CONTRACTOR shall be liable for, and shall defend, indemnify and hold the COMPANY GROUP harmless from and against the CONTRACTOR GROUP's own consequential or indirect loss arising out of or in connection with the performance of this CONTRACT.

3.27.5 **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.

3.28 **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 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**.

3.29 **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.

3.30 **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.

3.31 **EXPORT CONTROLS**

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

3.32 **CHANGES**

COMPANY, may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following: (1) drawings or specifications; (2) additions to or deletions from quantities ordered; (3) delivery schedule; (4) method of shipment or packing; (5) place of delivery; (6) General and Special Conditions. If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the work or affects warranties and guarantees, an equitable adjustment may be made in the price or delivery schedule, or both, and the CONTRACT shall be modified by written Amendments executed by authorized representatives. However, any change in quantity shall not entitle CONTRACTOR to impose any penalty on the COMPANY as it is agreed between the PARTIES that no penalty shall be applicable in case of reduction of actual purchase quantity by the COMPANY.

Any claim by CONTRACTOR for adjustment under this Changes clause must be asserted within seven (7) calendar days from the date of receipt by CONTRACTOR of the notification of change. However, nothing in this clause shall excuse CONTRACTOR from proceeding with the order or CONTRACT as changed.

If this CONTRACT requires COMPANY to review and comment on CONTRACTOR's technical documents, CONTRACTOR shall assert any claims for adjustment which would result from implementation of COMPANY's comments within seven (7) calendar days from the date of CONTRACTOR's receipt of such comments. No adjustment will be made after the CONTRACT has been dispatched and no adjustment of any type will be made hereunder unless COMPANY confirms the change in writing

APPENDIX (ii)
SPECIAL CONDITIONS OF THE CONTRACT (GCC)

3.33 SPECIAL CONDITION OF THE CONTRACT (SCC)

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

- i. Contractor to perform the work under valid work Permit only.
- ii. All material supplied 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, HC detector etc. 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. Contractor 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. The Contractor is responsible for implementing any regulations concerning the design, fabrication, inspection and testing of equipment which are mandatory by government of Gujarat.
- xiv. 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.
- xv. Hired equipment shall be on Call-out basis & prior intimation of 3 days shall be given to the Contractor for mobilizing the equipment at Site.
- xvi. Mobilization & Demobilisation charges are nil & are included in the rate.
- xvii. Damage of equipment, if any, during mobilization Commissioning & De-mobilization shall be on account of Contractor.
- xviii. Any failure of elements of equipment or system during operation shall be on account of Contractor & the same shall be replaced within 24hrs.
- xix. Day rate, if any, for equipment during non-availability for Operations are not payable.

Deployment of commissioning team

- I. Once the contract is awarded and technically finalized, the team to be deployed for the execution of the job to be carried out at Bhaskar, Khambhat GUJARAT.
- II. Sun Petro reserves the right to ask for replacement of any man power deployed, found not suitable, and in such case, the Contractor has to provide suitable replacement within 2 days.
- III. The duty pattern of Contractor's manpower at the Bhaskar Field shall be 9:00 AM to 6:00 PM. Sun-Petro has right to change the duty pattern as per the job requirement.

3.33.2 Transportation for:

i. Flare system commissioning Personnel

Contractor at its own cost shall provide its employees, transportation to and from sites to Bhaskar, Khambhat Gujarat / or any other place.

3.33.3 HSE Consideration

- Contractor Employee Safety Management System implementation
- Calibration & Test certificate
- Accident: No compensation
- i. Contractor shall report all incident/accident/ Near miss to Company's HSE Manager immediately. In case of any accident on duty hours to contractors' employees, contractor shall provide all medical assistance to the injured person at the cost of contractor. First aid and support to be provided by the company as per factories act. On request of contractor's authorized person, Sun Petro shall provide support for treatment in Sun-Petro's empanelled hospitals at the cost of contractor.

3.33.4 Transportation & Material handling

Contractor scope

3.33.5 Mobilization/demobilization charges

Nil

3.33.6 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.

3.33.7 Clearance of Works

- 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 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 works 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 works 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.

3.33.8 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 work unless the Defect Liability Period has been extended or any part of the supplies hereof. Should any defect be found during operation of supplied equipment 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
- 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 2 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.

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

Unless otherwise specified in the contract , the Contractor shall arrange , 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.

3.33.10 Removal of temporary work done to execute contract

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 se 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.

3.33.11 Quality Assurance System

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

3.33.12 The quoted lump sum prices 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.

3.33.13 Payment Terms

1. Company shall pay the Contractor in the manner and at the following times, on the basis of the Price Breakdown given with reference to prices quoted in Price Schedule.
2. Contractor shall be paid by Company within 30 working days on submission of certified undisputed invoices.
3. In case, any of the activity/supply is carried out by SunPetro, the payment scheduled towards same shall deducted/deleted.

SECTION-IX

Annexures

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company: _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

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

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

Phone No: +91-22-69325300

Kind Attn: Mr Dheeraj Paroch

ANNEXURE – 2

BID BOND FORMAT

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

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

WHEREAS:

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

NOW, THEREFORE,

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

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

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

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

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

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

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

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

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

COMMERCIAL

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

Contract.

YES / NO

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

Bid only?

YES / NO

- 25 Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?

YES / NO

- 26 Confirm whether the bidder agrees for applicability of Indian Laws

YES / NO

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE - 5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

ANNEXURE -8

BANK GUARANTEE FOR PERFORMANCE

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

To,
SUN XXXX LTD.
XXXX
XXXX
Mumbai - 400072, India

Bank Guarantee No.
Date:
Expiry Date:

This Guarantee is made on this _____ day of _____ 2025 by, _____ (Bank name and incorporation details) having its registered office at _____ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour of **Sun Petrochemicals Pvt. Ltd.**, a company registered under Part IX of the Companies Act, 1956 (CIN: U24219GJ1995PTC028519) and having its registered office at Ground Floor, Synergy House No. 1, Subhanpura Road, Vadodara, Gujarat - 390 003, India and its corporate office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS:

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

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

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

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

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

1. We, the Bank further agrees that:

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

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

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

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

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

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

3. Notwithstanding anything contained herein:

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

II) this bank guarantee shall be valid upto _____ and

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

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

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

PLACE:

DATE :

Address:

IN PRESENCE OF :

1.

2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Fedrel 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 contract signed with the Government of India as applicable under the relevant Production Sharing Contract (PSC) / New Exploration Licensing Contract policy (NELP).

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

- a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Number On Location	Total Number

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

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

Note:

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

ANNEXURE-13

PROVISIONAL ACCEPTANCE CERTIFICATE

CONTRACT /CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

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

For and on behalf of:_____

(COMPANY)

Name

Designation

Signature

Date

Appendix-1

EXCEPTIONS TO COMPLETION

Ref : PROVISIONAL ACCEPTANCE CERTIFICATE

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

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES

.....

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT