

Sun Petrochemicals Private Limited

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No.: SunPetro/Hazira/Gas Genset/2025-26/RFQ-084

Date: 03-10-2025

Request for Quotation (RFQ) / Tender

Sub: Procurement, Installation, and Commissioning of 200 KVA Gas Generator Sets for Hazira Field in Gujarat.

Dear Sir / Madam,

1.0 Sun Petrochemicals Private Limited (hereinafter referred to as **SunPetro / Company / Owner**) 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 complete in all respects, as per the requirements of the relevant Sections & ANNEXURES.

1.1 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Hazira/Gas Genset/2025-26/RFQ-084
2]	Title of Tender	Procurement, Installation, and Commissioning of 200 KVA Gas Generator Sets.
3]	Brief Scope of Work	Detailed as per Section - 1 of Tender Document.
4]	Quantity	01
5]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure # 2 drawn from a Nationalised/Scheduled bank as listed at Annexure-4 for an amount as specified below (A) Amount: Indian Rupees: 2,00,000 (B) Validity : Bid validity + 30 days
6]	Last Date & Time for Seeking Clarification by Bidders	17 th October 2025 at 1500 Hrs. IST
7]	Tender Closing / Submission Date & Time	24TH October 2025 at 1500 Hrs. IST
8]	Address For Correspondence /Tendering Office/ Tender Submission	SUN PETROCHEMICALS PVT. LTD. Hazira Oil and Gas Facility, Near Adani Port, Hazira-394270, Surat (Dist.) Mobile: +917004964446 Email Id: tarkeshwar.mahato@sunpetro.com
9]	Delivery Period	Within 8-12 Weeks from the date of PO/LOA/Contract. However, bidder to provide shortest delivery period.

10]	Place of delivery	Sun Petrochemicals Pvt. Ltd. (SunPetro). Hazira Oil and Gas Facility, Near Adani Port, Hazira-394270, Surat (Dist.)
11]	Place of Installation and commissioning	Sun Petrochemicals Pvt. Ltd. (SunPetro). Alphabob Offshore Platform Located in Hazira Gujarat.
12]	Payment Terms	Within 30 days upon submission of undisputed invoices along with proof of applicable compliances.
13]	Terms & Conditions of Contract	As per Section-3 of this tender Document
14]	Submission of Bids	Your wax sealed bid (ENVELOPE-I and ENVELOPE-II), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one waxed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.
15]	Alternate option for Submission of Bid Documents	<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: tarkeshwar.mahato@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: tarkeshwar.mahato@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: tarkeshwar.mahato@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>

NOTE:

Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

1.2 Acknowledgement of Tender Document

Bidder(s) receiving this 'Invitation to Bid' are required to confirm in writing whether they intend to bid or not within two days from electronic issue of this document, stating the reasons if

declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

1.3 Pricing Strategy

Bidder is to quote strictly as per the 'Price Schedule (Section-2) of this Tender document.

1.4 Evaluation Strategy

Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) as per Section-1 and Cost. Evaluation of the bid shall be carried out based on the Total Cost of the project at Hazira Field.

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

1.5 Award Strategy

Single Award with SunPetro's discretion.

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

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

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

Please acknowledge the receipt of the tender document within 3 days from date of this ITB.

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

Regards,

Dheeraj Paroch, Head-SCM & Commercial

SECTION-1

SCOPE OF WORK, TECHNICAL SPECIFICATION & RESPONSIBILITY MATRIX

Supply, Installation, and Commissioning of 200 KVA Gas Generator Sets

1. Introduction

The 'Sun Petrochemicals Private Limited' (SunPetro) diversified in E&P business in 2014 to contribute to the energy security of the country. SunPetro is currently Operating four Oil & Gas fields in Cambay basin Gujarat and there are two offshore fields in development and have another four exploratory blocks in Gujarat.

Hazira field is operated by Sun Petrochemicals Pvt Ltd (SunPetro) under the terms of the Hazira PSC between the Government of India and SunPetro. SunPetro have one drilling cum production offshore platform namely "Alphabob", which is located at Gulf of Khambhat, near Surat, Gujarat state, India, just southwest of the port of Hazira in 2004. The platform was designed, built and installed by Clough Offshore Ltd. Deck and jacket was built by CUEL in Thailand and the platform was installed by the Heavy Lift Vessel (HLV) Stanislav Yudin, operated by Seaway Heavy Lifting.

Hazira Offshore Platform is considered as a standalone platform with a conventional fixed jacket type substructure and top sides with a three-level deck. The substructure is a six-legged jacket installed at the location with six main piles driven through the legs. The topside is a six-legged, two-level trussed structure designed and installed as a single lift module. There is provision for a maximum of 16 conductor well slots. The drilling equipment packages with all supplies and storage modules and Living quarters for 80 people (approximately) are supported on the upper deck. The wellheads together with the manifolds, wellhead control panel, test separator and other minimum production equipment are accommodated on the cellar deck. The platform is also provided with a boat landing for access through sea.:

2. Purpose

The purpose of this document is to define the scope of work (SOW) for the procurement, installation, and commissioning of the required gas generator set. This includes technical specifications, performance requirements, and vendor responsibilities.

3. General Description

The scope of supply includes Design, Engineering, Supply, Installation and Commissioning of a 200 KVA Natural Gas Engine Driven Generator sets (GG Set) at the offshore platform near Hazira, Surat Gujarat, including field testing and reliability run.

The GG sets of rating and output specified herein shall be all new and be housed inside weather-proof acoustic enclosure. Also, it shall be complete with all accessories including electrical control panel (inside the acoustic enclosure), safety devices and shall be mounted on skid for safe lifting and transportation.

Rating and output of Generator Set: 200 kVA, 415 Volts 3 phase, 0.8 pf (lag), 50 Hertz, prime duty as per ISO8528 standard with 10% overload capacity. Noise level at 1 meter distance shall not exceed 75 dB:

4. Technical Requirements:

4.1 Generator Set

<u>Parameter</u>	<u>Recommended Specification</u>
Prime Power Output:	200 KVA prime duty as per ISO8528 standard with 10% overload capacity

No. of Units:	01
Voltage Output:	415 V
Power Factor	0.8 (lagging)
Duty:	Continuous operation
Installation Location	Offshore Platform
Acoustic Enclosure	Designed and manufactured conforming to relevant standards suitable for offshore platform installation exposed to weather conditions, and to limit overall noise level to 75dB(A) at a distance of 1 meter from the enclosure
Emission Compliance	CPCB IV or latest applicable standards
Test	FAT at manufacturer's /vendors facility, Installation, testing and Commissioning at offshore platform by vendor
Warranty	24 months from commissioning or 36 months from supply.
Codes	<p>Gas Engine Designed primarily for generator set application in accordance with ISO 3046/BS5514/ ISO8528 standards.</p> <ul style="list-style-type: none"> • IEC 60034 (Rotating Electrical Machines) • ISO 3046 (Reciprocating Internal Combustion Engines) • CPCB IV+ or local emission norms • IEEE/IEC for earthing and protection systems

4.2 Gas Engine

<u>Parameter</u>	<u>Recommended Specification</u>
Type	Gas engine (Four strokes, spark-ignited, turbocharged) (supplier to confirm suitability of engine for specified gas composition, including Wobbe Index range) With ECM Software (Electronic Control Module software) and license for engine diagnostics.
Fuel	Natural Gas (Methane 85-95%) LCV ≈ 8500 -9000 kcal/SCM
Starting System	Electrical start complete with batteries, with suitable independent standard battery charging system as per OEM design
Cooling System	Radiator cooled, vendor to design for max ambient temperature of 50 °C.

Fuel Gas System	With isolation valve, gas filter, gas pressure reducer, solenoid valves etc. Gas shall be available at around 6-7 Kg /Cm ² pressure at gas train inlet
Composition of fuel Gas	Methane 90 – 95 % Ethane 2.0 - 3.5 % Propane 1.2 – 2.5 % Nitrogen 0.5 – 0.9 % Carbon-dioxide 0.9-1.2 % Butane 1.0 -1.5 % Pentane 0.4 - 0.6 % Hexane 0.45 – 0.7 %

4.3 Alternator

<u>Parameter</u>	<u>Recommended Specification</u>
Type & Excitation	Brushless, self-exciting, synchronous with AVR
Insulation Class	H (suitable for elevated temperatures and marine use)
Ingress Protection (IP Rating)	IP44 or higher for marine spray
Voltage / Frequency	~415 V, 50 Hz
Connection & Power Factor	3-phase, 4-wire (Y); PF 0.8 lag
Voltage Regulation	AVR with ±1% steady-state regulation
Efficiency	86–93% at 100% load (higher preferred)
Voltage Dip at Full Load	≤ 20% (0.8 PF)
Voltage Build-up Time	< 1 second (engine at rated speed)
Short-Circuit Ratio & Withstand	~0.5 ratio; withstand 3× rated current for ~3 s
Overload Capability	10% overload for 1 hr; 150% for 30 s
TIF / THF	TIF < 50; THF < 2%
Bearings & Coupling	Single sealed bearing; flexible coupling

4.4 Control System

<u>Parameters</u>	<u>Recommended Details</u>
Enclosure Rating	IP54 (marine-grade, corrosion-resistant)
Internal Systems	Busbars, protective relays, start/stop logic, load ramping, excitation control, E-stop
Instrumentation	Ammeter, voltmeter, frequency meter, PF meter, stator temp (optional), selector switches
Protection Functions	Engine & alternator: over/under-run, temp/pressure, over/under-voltage/frequency, overspeed
Fire & Gas Integration	Alarm annunciation, visual indicators, reset/test capabilities
Compliance Standards	API RP 14F, IEC 61892 series, IEC 60533 (EMC), classification society rules
Wiring Standards	IEC/IEEE-standard stranded copper, labelled circuits, proper identification
Backup Power	AC/DC converter and battery backup for control circuits

Safety Features	Emergency shutdown, earth leakage detection, insulation monitoring
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4.5 Unit Protection System

4.5.1 Unit Protection System:

Parameters	Protection	Typical Setpoint
Low Lube Oil Pressure	Shutdown	Vendor to specify
High Coolant Temperature	Shutdown	Vendor to specify
Overspeed	Shutdown	Vendor to specify
Low lube oil Level	Shutdown	Vendor to specify
Low coolant level	Shutdown	Vendor to specify
Low Battery Voltage	Alarm	Vendor to specify
High Exhaust Temperature	Alarm/shutdown	Vendor to specify
Fail to Start / Over crank	Shutdown after 3–5 attempts	
Vibration	Shutdown	Vendor to specify

4.5.2 Electrical Protection:

Undervoltage, Overvoltage, Overfrequency, Underfrequency, Overcurrent, Short Circuit, Reverse Power, Earth Fault / Leakage, Single Phasing Protection etc.

4.5.3 Fire Protection & Suppression system:

- Gas leak detection
- Fire detection in DG Canopy
- Manual emergency shutdown
- CO2 Flooding system

4.5.4 Skid:

Engine and Alternator shall be coupled by means of flexoplate/flexible coupling as per manufacturer standard design and both units shall be mounted on a suitable designed common bed plate together with all auxiliaries to ensure perfect alignment of engine and alternator with minimum vibrations

- **Skid:** Heavy-duty base frame with lifting lugs.
- **Corrosion protection:** Offshore-rated paint system (C5M)

5.0 Scope of Installation & Commissioning:

- Unit will be installed at offshore platform near Hazira Surat, Gujarat.
- Transportation of unit with all accessories from vendor shop to available jetty at Hazira is in vendor scope.
- Unloading, sea transport and lifting at offshore platform is in Sun Petro's scope. However, vendor to supervise the unloading operation, sea transport and lifting operation from boat to platform. Vendor to ensure unit is secured for boat transport.
- Accommodation and travel to site (to and from till available jetty at Hazira) for supplier's all persons shall be arranged by supplier. However, sea transportation and accommodation and food at offshore platform will be provided by SunPetro.
- Installation and Commissioning of the GG sets with control panels, shall be carried out by the supplier as per NEC, ISI, CEA Regulations 2010 etc. at SunPetro's Offshore platform near Hazira Surat Gujarat.
- All tools, instruments, test kits, drill machine, vice, hardware, clamps etc. required for the job shall be provided by the supplier. Operational tests of all devices, their settings, shall also be

carried out during commissioning job by the supplier.

- All protective devices shall be tested for proper operation and setting done during commissioning by vendor.
- The Gen set shall be treated as successfully commissioned from electrical side after successful load test (endurance test) of the unit for 72 hrs at minimum 75% load at Offshore platform.
- Training of SunPetro personnel (operation & maintenance)

5.0 Vendor Deliverables:

- General arrangement drawings
- Electrical SLD
- Control philosophy and interface points
- Quality assurance plan (QAP)
- Test certificates and factory test reports. (Type Approval Certificate for the specified range of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications)
- Document - Spare part list with part number.
- Bidder to provide minimum critical spares list and quote prices fixed for these for next two years.
- Document - Load Vs Fuel consumption chart.
- Document - Emission test certificate.
- Document – calibration certificates of all electrical and instrument and controls and accessories.
- Hydrotest Co2 Cylinder
- NOC / Approval from DGMS

5. Delivery Schedule

- Supply and delivery: Within 8-12 weeks from the date of purchase order.
- Installation and commissioning: To be completed within 4 weeks of delivery.

Responsibility Matrix

Activity	Vendor Responsibility	SunPetro Responsibility	comment (Y/N)
Design & Engineering of the skid mounted complete package, including Engine, Alternator, control system, acoustic enclosure with all associated Mechanical, electrical & Instrument and safety system	√		
Fuel Gas train	√		Fuel gas connection to fuel gas train of package will be done by SunPetro.
Fire protection and Suppression system	√		
Equipment packing, loading and Transportation from vendor shop to HAZIRA jetty	√		
Unloading at jetty Sea transportation, unloading at platform		√	
Lodging and boarding at offshore platform		√	
First fill of lube oil and coolant	√		
Consumables for commissioning	√		
Wiring Connection and integration with platform electrical system	√		Required Cables will be provided by SunPetro
Documents as per section 1 of SOW	√		
FAT and field test run	√		Witness by SunPetro

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 4 (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/PO. 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/PO.
- 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 S 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/dangerous or restricted materials shall be packed, marked, labelled, and certified strictly as per the latest International Maritime Dangerous Goods (IMDG) Code, IATA Dangerous Goods Regulations (DGR), and applicable Indian regulations.

- 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.
- 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 India. 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-SUPPLIER s for incorporation into one final unit product and the sub-SUPPLIER s 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.

BID EVALUATION CRITERIA

A. Technical Evaluation Criteria

- a. Bidder shall submit the past track record (PTR) of supply of Gas Gen Set of 200 KVA capacity to reputed Oil and Gas/ Petrochemical/Other companies for the last 3 years.
- b. Bidder should have supplied at least 5 such units in the past 3 years. Documentary evidence to demonstrate supply of 5 units during the last 3 years to be submitted along with Technical Bid.
- c. if the Bidder is not OEM, then the Bidder is required to submit the authorization letter from the OEM declaring that the Bidder is authorized agent / distributor.
- d. Bidder is to submit the annual turnover details for the last three financial years. Bidders net worth should be positive.
- e. Experience in handling untreated natural gas as fuel for Gas Gen Set.
- f. Availability of service and spare parts within the region.
- g. Compliance with ISO 9001, ISO 14001, and relevant industry standards.
- h. 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. 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 50 (Fifty) Lacs.
- b. The net worth of the bidder for FY 2024-25 shall be positive with positive cashflow and profitability atleast for 2 years during the last 3 years. CA certified net worth certificate to be provided for both C.a and C.b.
- c. Bidder to submit Audited Financial Statement for FY 2022-23, 2023-24 and 2024-25.

C. Commercial Evaluation Criteria

1. Bids shall be submitted as per instruction provided in Notice Inviting of Tenders in Section – 1.
2. Offer of following type shall be 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 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.
 - vi. Offer where prices are not firm during entire duration of the contract and /or with qualifications.
 - vii. Offer not duly signed by authorized signatory
 - viii. Bidders not meeting Delivery schedule, completion period
3. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.
4. 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..

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:

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

F. Joint Venture / Consortium Bidder's Bid

2. 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.

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.

- iii. MOU / Agreement concluded by the bidder with technical collaborator / joint venture / Consortium partner (in case of joint venture), should also be addressed to Sun Petro, clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

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

SECTION-2

PRICE SCHEDULE

PRICE SCHEDULE

Bidder to submit prices as per below format:

Sr No	Description	UoM	Qty	Unit Rate (₹)	Total Amount (₹)
1	Design & Engineering of the complete skid mounted package, including Engine, Alternator, control system, acoustic enclosure with all associated Mechanical, electrical & Instrument and safety system. Including testing and commissioning of 200 KVA gas engine driven Genset at offshore platform <i>(Bidder to submit separate sheet mentioning the price breakup for supply & service portion)</i>	No.	1		
2	Supply of consumable spares for 02 year <i>(Bidder to submit separate sheet mentioning the list of spare part, unit rates and quantity)</i>	LOT	1		
3	Critical spare list with price fixed for minimum two years. <i>(Bidder to provide spare list with price fixed for two years.)</i>	LOT	1		
4	Annual Maintenance Contract (AMC) Charges for the above mentioned Gas Engine Gensets <i>(AMC will start after completion of Warranty / Guarantee period of the supplied Gen Set)</i>				
	First Year	L.S.	1		
	Second Year	L.S.	1		
	Third Year	L.S.	1		
	Total				

Other terms & conditions:

- Price shall be inclusive of all taxes and duties except GST/IGST which will be paid extra as applicable.
- 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.
- The above prices shall be inclusive of all considering delivery, installation & commissioning of complete package including design, engineering, transportation and associated mechanical, electrical, instrument and safety system at designated site of SunPetro.
- Package must bear labels mentioning name of product, name of manufacturer, date of manufacturing, batch no, tare weight, gross weight and net weight of material.
- List of spares with price shall be submitted separately.
- No additional charges shall be applicable for testing and commissioning as specified in SOW and any other unforeseen regulatory requirements.
- Vendor to Provide Separate list of minimum critical spares list and quote prices fixed for next two years
- Delivery Period: 8-12 Weeks from the date of PO/LOA/Contract.
- Warranty Period:**
Twenty-Four (24) months from date of commissioning or 36 months from supply, 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.
- Payment Schedule:** 30 days.
- Delivery Address:

➤ **Hazira Field**

Sun Petrochemicals Pvt. Ltd. (SunPetro). Hazira Oil and Gas Facility, Near Adani Port, Hazira, Surat- Gujarat-394270

12. 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.

13. Note for Essential 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.

SECTION-3

General Conditions of the Contract (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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This PURCHASE ORDER is subject to the following instructions, terms and conditions and by accepting this PURCHASE ORDER or any part thereof, SELLER agrees to supply GOODS upon the said instructions, terms and conditions which shall override and exclude any other conditions proposed by SELLER save in so far as they may have been expressly accepted as variations by BUYER and included in PURCHASE ORDER.

- 1 DEFINITION:** In this PURCHASE ORDER, including the attached Schedules, unless the context otherwise stipulates, the following words and phrases/terms shall have the following meanings:
- a) **"AFFILIATE"** shall mean, in respect of any PARTY,
 - (i) any company or other legal entity which is controlled by a PARTY, or
 - (ii) any company or other legal entity which directly or indirectly controls a PARTY, or
 - (iii) any company or other legal entity which is directly or indirectly controlled by any company or other legal entity which directly or indirectly controls a PARTY. For the purpose of this definition "control" means either (i) ownership of more than 50% (fifty percent) of voting stock of the controlled company or entity (ii) the right to exercise or cause the exercise of at least fifty percent (50%) of the voting rights of such company or legal entity, or (iii) the right to appoint or cause the appointment of more than half the number of directors of such company or legal entity.
 - b) **"APPLICABLE LAWS"** means all Indian Laws, ordinances, rules, regulations, by-laws, acts, orders, and the like whether of governmental, federal, national or local authority or other agencies or other authority having jurisdiction over the OPERATING AREA and/or the PARTIES or any of them and which are or may become applicable;
 - c) **"BUYER"** and/or **"COMPANY"** and/or **"SunPetro"** shall mean "Sun Petrochemicals Private Limited";
 - d) **"BUYER INFORMATION"** shall mean all data, drawings, designs, documents, materials and information supplied by the BUYER to the SELLER for the purposes of this PURCHASE ORDER including, without limitation, any updated or re-issued information;
 - e) **"BUYER's PERSONNEL/REPRESENTATIVE"** shall mean any person employed by or Contracted in by BUYER GROUP for any purpose under the PURCHASE ORDER and identified as such in the PURCHASE ORDER;
 - f) **"CLAIMS"** shall mean any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by AFFILIATES, dependants, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
 - g) **"DELIVERY DATE"** shall mean the required date for delivery of the GOODS to the DELIVERY POINT as advised by the BUYER and as specified in the PURCHASE ORDER;
 - h) **"DELIVERY POINT"** shall mean the required place for delivery of the GOODS as advised by the BUYER and as specified in the PURCHASE ORDER;
 - i) **"DELIVERY TIME"** shall mean the time agreed by the PARTIES for supply of the GOODS to the DELIVERY POINT as advised by the BUYER and as specified in the PURCHASE ORDER;
 - j) **"DOCUMENTS"** shall mean all documents relating to the GOODS (including, but not limited to, designs, drawings, quality control records, plans, manuals, reports, specifications, calculations and computer tapes, disks and other similar machine readable items) that the SELLER is required to prepare and/or provide to the BUYER in accordance with this PURCHASE ORDER;
 - k) **"EFFECTIVE DATE"** shall mean the date specified as such in Clause-2.6 of Schedule-A, General Conditions of Purchase Order.
 - l) **"FORCE MAJEURE"** shall have the meaning given to that term in clause 16 (FORCE MAJEURE);
 - m) **"GOODS"** and/or **"SUPPLY"** shall mean the goods, materials, services, equipment, drawings or other documentation as applicable to be supplied by the SELLER pursuant to this PURCHASE ORDER as specified in the Section-1, SCOPE OF SUPPLY/Technical Specifications;
 - n) **"GOVERNMENT"** shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract;

- o) **"GROUP"** shall mean a PARTY, its AFFILIATES, its co-venturers (if any), its contractors, its subcontractors, and its and their respective employees, officers, directors, representatives, agents and invitees."
 - p) **"OPERATING AREA"** shall mean primarily the Blocks (Bhasker – 1) in the state of Gujarat, India in which BUYER is intended to use the GOODS as per this PURCHASE ORDER;
 - q) **"PARTY"** shall mean either BUYER or SELLER and the plural **"PARTIES"** shall mean both of them;
 - r) **"PURCHASE ORDER"** shall mean the Purchase Order entered into between the BUYER and the SELLER, as recorded in the Letter of Award signed by the PARTIES, including all attachments, schedules and appendices thereto and all documents incorporated by reference therein;
 - s) **"PURCHASE PRICE"** shall mean the price payable to SELLER under the PURCHASE ORDER for the full, proper & satisfactory performance of its Contractual obligations i.e supply of GOODS;
 - t) **"SCOPE OF SUPPLY"** shall mean the scope of supply set out in Section-1, (Scope of Supply/Technical Specifications), as the same may be amended in accordance with the terms of the PURCHASE ORDER;
 - u) **"SELLER"** shall mean the individual or firm or body incorporated performing the SUPPLY under this PURCHASE ORDER as specified in the Letter of Award/Agreement Form;
 - v) **"SELLER's PERSONNEL/REPRESENTATIVE"** shall mean any person employed by or Contracted in by SELLER GROUP for any purpose under the PURCHASE ORDER and identified as such in the PURCHASE ORDER;
 - w) **"SPECIFICATIONS"** means collectively all terms, descriptions, requirements and other conditions pertaining to the GOODS as specified or referred to in this PURCHASE ORDER;
 - x) **"TAX"** and/or **"TAXES"** shall mean taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
 - y) **"WAREHOUSE"** shall mean the actual place or places within or near the OPERATING AREA and/or LOCATION as identified by the BUYER where GOODS are to be delivered and stored.
 - z) **"WELL SITE"** and/or **"LOCATION"** and/or **"WORKSITE"** shall mean the actual place or places as identified by the BUYER where drilling operations are to be conducted and GOODS are to be used;
- 1.2 Unless otherwise stated, any and all references in the PURCHASE ORDER to clauses are references to the clauses of this **Section-3** of the PURCHASE ORDER.
- 1.3 The headings in the PURCHASE ORDER are used for convenience only and shall not govern or affect the interpretation of the PURCHASE ORDER.
- 1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.
- 1.5 Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.
- 2 ENTIRE AGREEMENT, EFFECTIVE DATE AND DURATION OF PURCHASE ORDER:**
- 2.1 This PURCHASE ORDER embodies the entire agreement between BUYER and SELLER. The PARTIES shall not be bound by or liable for any statement, representation, promise or understanding not set forth herein.
- 2.2 BUYER does not accept responsibility for verbal orders.
- 2.3 Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of this PURCHASE ORDER has any effect on this PURCHASE ORDER unless specifically incorporated herein.
- 2.4 Nothing contained in Order Acknowledgements or equivalent SELLER forms has any effect on this PURCHASE ORDER unless specifically incorporated herein.
- 2.5 No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both PARTIES in accordance with the Changes clause of this PURCHASE ORDER.

2.6 **EFFECTIVE DATE:**

The EFFECTIVE DATE of PURCHASE ORDER shall be the date the BUYER notifies the award of PURCHASE ORDER, in writing, to the SELLER. More specifically the EFFECTIVE DATE of PURCHASE ORDER shall be --- Day of ----- **2024**.

2.7 **DURATION OF PURCHASE ORDER:**

The duration of the PURCHASE ORDER is defined as the period from the EFFECTIVE DATE until the Termination in accordance with the provisions of the PURCHASE ORDER.

2.7.1 **Primary Period:**

The Primary Period of the PURCHASE ORDER is one (1) year or till the completion of SUPPLY in entirety to the DELIVERY POINT as per this PURCHASE ORDER, from the EFFECTIVE DATE subject to the provisions of clause 8, "Warranty and Guarantees" of Section-3 and clause 8.0, "Special Conditions of Purchase" of Section-3.

2.7.2 Extension of duration of PURCHASE ORDER: BUYER shall have the right to extend the Primary Period of the PURCHASE ORDER by giving the SELLER a written notice Fifteen (15) days prior to the final day of the Primary Period for further periods of six (6) months at the same rates, terms and conditions. This right of the BUYER will be applicable in case if BUYER foresees the additional requirement of the same GOODS or intends to buy the same GOODS for future well(s). It may be noted that this right of the BUYER is completely at the discretion of the BUYER and shall not be constructed as a commitment on the part of BUYER.

2.7.3 Deemed Extension: In case the primary period or its extension expires during the SUPPLY in progress, the primary period or its extension shall be deemed to have been further extended till such times that the SUPPLY in progress for that order is completed. No notice shall be required in such situations.

However this may be noted that the warranty period as stated in clause 8, "Warranty and Guarantees" of Section-3 and provisions of clause 8.0, "Special Conditions of Purchase" of Section-3 will remain valid even after the expiry/termination of the PURCHASE ORDER.

3 **SUPPLY OF THE GOODS AND DELIVERY:**

3.1 The GOODS shall be supplied by the SELLER in accordance with the SPECIFICATION, the SCOPE OF SUPPLY and all other requirements of the PURCHASE ORDER as set out in **Section-1**, Scope of Supply/Technical Specifications.

3.2 The SELLER shall deliver the GOODS in entirety to the DELIVERY POINT by the DELIVERY DATE. If required by the BUYER, the GOODS shall be delivered unloaded at the DELIVERY POINT.

3.3 **DELIVERY TIME:**

It is confirmed by the SELLER that all the GOODS as given in Section-1 are delivered in(to be quoted by SELLER) after receipt of LOA/Call out notice from the BUYER. However, BUYER intends to inspect the GOODS before shipment which may take 5-7 days for each call out. BUYER shall inform the SELLER of requirement in advance and the shipment shall be initiated after completion of satisfactory inspection. It is further clarified that SELLER is required to ship only those GOODS which are mentioned in the call out notice issued by the BUYER and approved by BUYER's inspection team / agency.

3.4 **DELIVERY POINT:**

The DELIVERY POINT of the GOODS ordered by the BUYER under this PURCHASE ORDER will be BUYER's WAREHOUSE or WELLSITE (either of the two) or any other place in and around Bhasker 1 in Gujarat India. BUYER's WAREHOUSE is about 50KM from Anand in Gujarat State, India.

3.5 **DELIVERY TERM:**

The delivery term (term of shipment) is **DDP** and shall be guided by the definitions of **Incoterms 2020**. (Foreign SELLER can quote CIF Mumbai Port Delivery also).

- 3.6 The time for delivery of the GOODS shall be of the essence of the PURCHASE ORDER. In the event that delivery of the GOODS is delayed as a result of:
- (a) an event of Force Majeure; or
 - (b) a written request by the BUYER to delay delivery of the GOODS; or
 - (c) the BUYER's failure to carry out any of its obligations under the PURCHASE ORDER, then the SELLER 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 BUYER.

4 TITLE AND RISK OF LOSS:

- 4.1 Except as otherwise provided herein, all GOODS furnished by SELLER hereunder shall become the property of BUYER when the GOODS or part thereof are delivered to the DELIVERY POINT.
- 4.2 Notwithstanding the foregoing, SELLER 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 PURCHASE ORDER. Upon such delivery, risk of loss or damage shall pass to BUYER; provided however, that any loss or damage, whenever occurring, which results from SELLER's non conforming packaging or manhandling or crating shall be borne by SELLER.
- 4.3 The risk of loss of or damage to the GOODS and title to the GOODS shall transfer from the SELLER to the BUYER at the time the GOODS are delivered in entirety to the BUYER at the DELIVERY POINT in accordance with this PURCHASE ORDER.
- 4.4 SELLER shall insure GOODS at their full replacement value until delivery of GOODS in accordance with the terms of this PURCHASE ORDER and BUYER may require evidence of insurance at their full replacement value.
- 4.5 The delivery of the GOODS by the SELLER shall be made as per the "Terms of Shipment" mentioned in clause 3.5 of **Section-3**, of the PURCHASE ORDER and the "Terms of Shipment" shall be guided by the definitions of **Incoterms 2020**.

5 INSPECTION AND TESTING:

- 5.1 The SELLER shall, at its own cost, be responsible for carrying out all tests and inspections of the GOODS required in accordance with the PURCHASE ORDER, together with any other inspections or tests required by any applicable code, LAW, ordinance or regulation.
- 5.2 The SELLER shall give the BUYER reasonable advance notice in writing of the date, place and time of any inspection or test being carried out on the GOODS and the BUYER 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 SELLER in terms of the PURCHASE ORDER shall be promptly forwarded by the SELLER to the BUYER.
- 5.3 The BUYER and/or BUYER'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 SELLER shall give the BUYER and/or BUYER'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 BUYER and/or BUYER's appointed inspection agency shall not relieve the SELLER of any obligation under the PURCHASE ORDER. Failure by the BUYER to inspect and/or test the GOODS shall not relieve the SELLER of any responsibility or liability in respect of the GOODS.
- 5.4 If the results of any inspection or testing indicate that the GOODS do not conform, or are unlikely to conform, to the PURCHASE ORDER, the SELLER shall immediately take such action as is necessary to ensure conformity at no additional cost to the BUYER.
- 5.5 The BUYER shall inspect the GOODS as soon as reasonably practicable before the shipment or after the GOODS have been delivered to the BUYER in accordance with this PURCHASE ORDER. If the GOODS do not meet the requirements of the PURCHASE ORDER, the BUYER shall be entitled to reject the GOODS and shall notify the SELLER of its rejection. In such event, the risk in, and title to, the rejected GOODS shall immediately re-vest in the SELLER and the BUYER shall have no further liability in respect of such rejected GOODS.

6 EXPEDITING:

- 6.1 SELLER shall be solely responsible for delivery in accordance with the requirements of the PURCHASE ORDER and for expediting all matters relating to the PURCHASE ORDER and sub-orders with its suppliers. Notwithstanding the foregoing the GOODS furnished under this PURCHASE ORDER, including all warranty work, shall be subject to expediting by BUYER and SELLER shall bear all costs of such expediting.
- 6.2 BUYER's REPRESENTATIVES shall be afforded free access during working hours to SELLER's plants/facilities, and SELLER agrees to procure a similar right for BUYER, for expediting purposes with respect to SELLER's suppliers. In addition, SELLER shall furnish a weekly progress report by e-mail to BUYER or as and when requested, in case the GOODS are not readily available and are to be procured by the SELLER from its supplier.
- 6.3 SELLER shall notify BUYER 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.

7 DOCUMENTATION:

- 7.1 The SELLER shall prepare and provide to the BUYER all DOCUMENTS which are required to be prepared and/or provided by the SELLER in accordance with the provisions of this PURCHASE ORDER, before the DELIVERY DATE as specified in this PURCHASE ORDER.
- 7.2 Prior to finalization of any DOCUMENT, the SELLER shall, if requested by the BUYER or where required by the PURCHASE ORDER, submit such DOCUMENT to the BUYER for review and/or approval. The BUYER shall respond to the SELLER in respect of any such DOCUMENT within the time specified in this PURCHASE ORDER (or if no time is specified, within a reasonable period of time).
- 7.3 All DOCUMENTS shall be fit for the purposes specified in the PURCHASE ORDER.
- 7.4 Subject to Clause 7.5 below, all DOCUMENTS prepared, produced or created by the SELLER for the BUYER pursuant to this PURCHASE ORDER shall become the property of the BUYER and title to, and copyright in, such DOCUMENTS shall vest in the BUYER from the date of commencement of such preparation, production or creation.
- 7.5 Nothing in Clause 7.4 above shall give the BUYER any right or CLAIM over any item prepared, produced or created by the SELLER outside this PURCHASE ORDER or which was in existence prior to the date of this PURCHASE ORDER, provided that the BUYER shall have the right to possess and use any such item where it is provided to the BUYER as part of the DOCUMENTS.

8 WARRANTIES-GUARANTEES:

- 8.1 SELLER warrants that the GOODS shall be free from all liens, charges and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of this PURCHASE ORDER and to the applicable drawings issued for manufacture, and shall be brand new and confirms with the best quality available in the International Oil & Gas Industry, if no quality is specified.
- 8.2 Unless the Warranty Period is otherwise extended, the conditions of which are provided elsewhere in this PURCHASE ORDER, SELLER's warranty period for the GOODS supplied under this PURCHASE ORDER shall be 24 months from commissioning or Thirty Six (36) months from DELIVERY OR SUPPLY DATE, whichever is earlier at the DELIVERY POINT. If, any time after EFFECTIVE DATE and prior to Thirty Six (36) months from the date of completion of the delivery of the GOODS up to the DELIVERY POINT as stipulated in the PURCHASE ORDER, it appears that the GOODS, or any part thereof, do not conform to these warranties or to the SPECIFICATIONS, or to the Scope of Supply/Technical Specification as set out in this PURCHASE ORDER and BUYER so notifies SELLER within a reasonable time after its discovery, SELLER shall promptly correct such nonconformity to the satisfaction of BUYER, at SELLER's sole expense; failing which BUYER may reject or revoke acceptance, and cover by making any purchase of GOODS in substitution for those rejected and SELLER will be liable to BUYER for any additional costs for such substituted GOODS; or BUYER may proceed to correct SELLER's non conforming work by the most expeditious means available, the costs of which shall be to SELLER's account; or BUYER may retain the non conforming GOODS and

an equitable adjustment reducing the total PURCHASE PRICE to reflect the diminished value of such non conforming GOODS will be made by written Amendment. SELLER's obligation under this Warranty shall include replacement of GOODS at the DELIVERY POINT specified in this PURCHASE ORDER and removal of the defective GOODS from BUYER's WAREHOUSE /LOCATION. However SELLER's liability under this clause shall be limited to the double of PURCHASE ORDER value plus costs of removal of defective GOODS from BUYER's WAREHOUSE / LOCATION.

- 8.3 GOODS which are so replaced or rectified are guaranteed by SELLER in accordance with the provisions of this Clause for a period of Thirty Six (36) months from the date of replacement or rectification as the case may be.
- 8.4 SELLER's liability due to the breach of any of the foregoing warranties, excludes incidental damages, such as removal of GOODS from the SITE to BUYER's WAREHOUSE and re-installation of GOODS at the SITE.
- 8.5 SELLER, however, shall not be liable for consequential damages such as loss of profit, loss of use or production, and costs of capital.
- 8.6 All Warranties provided by SELLER that accrues after the completion of the PROJECT may be assigned to the BUYER.

9 REPRESENTATIVES

- 9.1 The BUYER's REPRESENTATIVE(s) shall act in full charge of the PURCHASE ORDER and shall have full authority to liaise with the SELLER's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the SELLER and the BUYER.
- 9.2 The BUYER's REPRESENTATIVE(s) shall monitor the performance of the PURCHASE ORDER and shall have the authority necessary to enforce the provisions of this PURCHASE ORDER.
- 9.3 The SELLER shall direct all matters relating to the PURCHASE ORDER to the BUYER's REPRESENTATIVE(s) and shall act only in accordance with the instructions of the BUYER's REPRESENTATIVE(s).
- 9.4 The SELLER's REPRESENTATIVE(s) shall act in full charge of the PURCHASE ORDER and shall have full authority to liaise with the BUYER's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the SELLER and the BUYER.
- 9.5 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.

10 PRICE AND PAYMENT

- 10.1 The prices herein specified are fixed and firm, not subject to escalation or price adjustment unless otherwise stated in the PURCHASE ORDER. The price payable by the BUYER for the GOODS shall be as stated in Section-2 (Schedule of Rates) and, except to the extent otherwise specified in this PURCHASE ORDER, shall be inclusive of all charges, levies or duties, packing, forwarding, shipping, carriage, insurance and delivery of the GOODS up to the DELIVERY POINT.
- 10.2 Unless otherwise specified in this PURCHASE ORDER, the SELLER shall not submit any invoice to the BUYER until the GOODS, under BUYER's call out notice, have been delivered to the BUYER in full in accordance with this PURCHASE ORDER. Each call out quantity invoice shall, in addition to any requirements of Section-2 (Schedule of Rates):-
 - (a) be in triplicate;
 - (b) bear the PURCHASE ORDER Number stated on the cover sheet to the PURCHASE ORDER; and
 - (c) be accompanied by supporting evidence and itemized in accordance with the BUYER's requirements.

Invoices to the BUYER shall be sent to the address set out in the Letter of Award/Agreement Form of this PURCHASE ORDER.

- 10.3 The BUYER shall make payment for each call out quantity / delivered quantity invoice within thirty (30) days from the date of receipt of SELLER's Invoice, Original shipping documents (viz Consignment Note, Waybill etc) and proof of delivery to the DELIVERY POINT. All payments shall be made in strict compliance to exchange control laws of India and subject to applicable withholdings.
- 10.4 Any invoice not complying with the provisions hereof may be returned by the BUYER to the SELLER whereupon the SELLER shall submit a rectifying invoice. The BUYER shall make payment of such rectifying invoice in accordance with Clause 10.3 above.
- 10.5 No payment made by the BUYER shall be construed as acceptance in whole or in part of the performance by the SELLER of any of its obligations under this PURCHASE ORDER.
- 10.6 Unless otherwise specified in the PURCHASE ORDER, all prices and charges payable by the BUYER under this PURCHASE ORDER shall be invoiced and paid in the currency indicated in clause 10.3 above. All payments are subject to the regulation of the Indian Foreign Exchange Control Authority and SELLER shall make no further repatriation of fund from the local elements of rates specified in the PURCHASE ORDER subject to the provision stipulated by Govt. of India.
- 10.7 All payments to SELLER by BUYER shall be in the currency(ies) specified and agreed as given in clause 10.3. However, it is agreed by the PARTIES that all payment will be made in compliance to the applicable local Indian law(s). For the purpose of currency conversion, the monthly average rate of exchange of the State Bank of India Interbank rate issued, for the respective month of the invoice, for the currency under conversion, shall be considered.
- 10.8 If the BUYER disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute provided that:
 - (a) the BUYER makes payment of any undisputed portion of the invoice and notifies the SELLER in writing of the disputed item(s) within thirty (30) days of receipt of the relevant invoice; and
 - (b) if the dispute is resolved in favour of the SELLER, the BUYER shall pay the disputed amount within twenty (20) days of the resolution of the dispute.

If the dispute is resolved in favour of the BUYER, the SELLER shall forthwith issue a credit note for the disputed amount.
- 10.9 The BUYER shall be entitled to deduct from any payment due or becoming due to the SELLER under this PURCHASE ORDER, all costs, damages, expenses, taxes or levies for which the SELLER is liable to the BUYER and/or GOVERNMENT under this PURCHASE ORDER. GST shall be paid extra by the BUYER at the applicable rate.

11 TAXATION AND DUTIES:

11.1 Taxes

- SELLER shall assume full and exclusive liability for payment of all taxes, duties, levies, fiscal contributions and other charges including customs duties, where applicable, as may be imposed on SELLER, its personnel or its SUB-SELLER in India or any other country in connection with the SUPPLY. Except as may be expressly set out in this PURCHASE ORDER, the SELLER shall be responsible for
- (a) the payment of all TAXES now or hereafter levied or imposed by any GOVERNMENT Authority on the GOODS, if any, manufactured/supplied by the SELLER or its subcontractors for sale to the BUYER.
 - (b) the payment of all TAXES now or hereafter levied or imposed by any GOVERNMENT Authority on the GOODS, if any, sold to the BUYER by the SELLER or its subcontractors; the payment of all TAXES now or hereafter levied or imposed on the SELLER or its subcontractors or on the personnel of the SELLER or its subcontractors by any GOVERNMENT Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the SELLER or its subcontractors;

- (c) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the SELLER or its subcontractors; and
- (d) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the SELLER or its subcontractors as a result of the performance of this PURCHASE ORDER.

11.2 **Indemnity**

The SELLER shall defend, indemnify and hold the BUYER Group harmless from and against any Claim in connection with any TAXES/Duties which may be levied or imposed on the SELLER or its subcontractors by any Government Authority arising out of or in connection with the performance of this PURCHASE ORDER.

11.3 **Change in Law**

If, after the EFFECTIVE DATE of this PURCHASE ORDER, there is any change in law which results in a change in the rate of any TAX/duty included in the SELLER's prices or rates or the introduction of a new TAX and such change results in an increase or decrease in the cost to the SELLER of performing this PURCHASE ORDER then the PARTIES shall agree to a revision in pricing to reflect such change provided that:

- (a) the PARTY requesting such revision shall promptly (and in any case prior to submission of the SELLER's final invoice under this PURCHASE ORDER) notify the other PARTY that such change in LAW has arisen; and
- (b) the PARTY requesting such revision shall provide the other PARTY with documentary proof of such change in cost to the reasonable satisfaction of the other PARTY; and
- (c) the provisions of this Clause 11.3 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in overseas Taxes.

11.4 **Customs Duties:**

- a) The SELLER shall bear and be solely responsible to pay custom duties and/or penalties, if any imposed by the Country having jurisdiction over the OPERATING AREA, in respect of the entry/exit of the GOODS to be supplied under this PURCHASE ORDER. The delivery term is DDP. For availing the benefit of zero custom duty, BUYER shall provide the necessary letter to the SELLER to avail that concession. In the rates Custom Duty to be mentioned separately.
- b) The SELLER shall defend, indemnify and hold the BUYER free and harmless from and against any loss, liability, damage or Claim (including customs duties) arising in respect of any Goods imported by the SELLER for which the necessary formalities/duties have not been fulfilled/paid by the SELLER.
- c) The SELLER shall provide the BUYER with Chartered Engineers Certificate certifying the process and the import content, if any, immediately on execution of this Purchase Order.

11.5 Goods & Services Tax (GST): GST at the prevailing rate shall be paid extra by the BUYER. However, it is agreed that, for foreign SELLERS, BUYER shall deposit GST, WHT etc. if applicable, directly with the Government authorities and the necessary receipts shall be given to the SELLER as proof of submission.

11.6 Withholding: BUYER shall have the right to withhold taxes on income, excess profits, royalty and other taxes/levies from payments due to SELLER under this PURCHASE ORDER to the extent that such withholding may be required by the Government or any relevant authority thereof of any other country.

12 **INSURANCE:**

- 12.1 The SELLER shall ensure that it has adequate insurance in place to cover its potential liabilities under the PURCHASE ORDER and shall provide the BUYER with evidence of such insurance on request. Such insurance shall include the BUYER GROUP as additional assured to the extent of the liability assumed by the SELLER hereunder and shall contain waivers of subrogation rights against the BUYER GROUP to the extent of the liability assumed by the SELLER hereunder.

- 12.2 On specific request and cost of the SELLER, BUYER will provide marine and/or transit insurance in respect of the GOODS. In such a case the SELLER shall provide all DOCUMENTATION requested by the BUYER for the purposes of taking out such insurance. Immediately upon such request, the SELLER shall send as email attachment the following documents to BUYER on the e-mail id's given in this PURCHASE ORDER:
- i) Copy of Invoice
 - ii) Certificate specifying Condition of GOODS at the time of supply
 - iii) Copy of Packing List
 - iv) Copy of way bill, consignment note
 - v) Dispatch details etc.
- 13 INTELLECTUAL PROPERTY RIGHTS:
- 13.1 The SELLER shall defend, indemnify and hold the BUYER GROUP harmless from and against any CLAIM in connection with any infringement (whether actual or alleged) of any patent or other intellectual property rights arising out of or in connection with the performance by the SELLER of its obligations under this PURCHASE ORDER.
- 13.2 In the event that any such infringement occurs or may occur in relation to the GOODS, the SELLER, at the option of the BUYER and at the cost of the SELLER, shall:-
- a) use reasonable endeavors to procure for the BUYER the right to continue using the relevant aspect of the GOODS or infringing part thereof; or
 - b) modify or amend the relevant aspect of the GOODS or infringing part thereof so that the same becomes non-infringing; or
 - c) replace the relevant aspect of the GOODS or infringing part thereof with other goods of similar type; or
 - d) repay to the BUYER the price paid in respect of the relevant aspect of the GOODS relating to the whole or the infringing part thereof.
- 13.3 The provisions of this Clause 13 (Intellectual Property Rights) shall not apply to the extent that the infringement necessarily arises from the BUYER's specifications or instructions to the SELLER, provided that the SELLER could not reasonably have been aware of such possible infringement.
- 14 INDEMNITIES:
- 14.1 **General**
- a) The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Clause 12 (Insurance).
 - b) Each PARTY shall give the other prompt notification of any CLAIM with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a CLAIM.
- 14.2 **Property and Injury to Personnel**
- a) The SELLER shall be liable for, and shall defend, indemnify and hold the BUYER harmless from and against any CLAIM in connection with:
 - ❖ loss of or damage to the property of the SELLER; and
 - ❖ death or sickness of or injury to any member of the SELLER

arising out of or in connection with the performance of this PURCHASE ORDER, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the BUYER GROUP.
 - b) The BUYER shall be liable for, and shall defend, indemnify and hold the SELLER GROUP harmless from and against any CLAIM in connection with:
 - ❖ loss of or damage to the property of the BUYER GROUP (but excluding the GOODS prior to delivery and any property of the BUYER GROUP in the care, custody and control of the SELLER GROUP); and
 - ❖ death or sickness of or injury to any member of the BUYER GROUP

arising out of or in connection with the performance of this PURCHASE ORDER, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the SELLER GROUP.

14.3 **Third Party Liability**

a) The SELLER shall be liable for, and shall defend, indemnify and hold the BUYER GROUP harmless from and against any CLAIM in connection with:

- ❖ loss of or damage to any Third Party property; and
- ❖ death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this PURCHASE ORDER, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the SELLER GROUP. For the purposes of this Clause 14 (Indemnities), the words "Third Party" shall mean any party which is not a member of the BUYER GROUP or the SELLER GROUP.

b) The BUYER shall be liable for, and shall defend, indemnify and hold the SELLER GROUP harmless from and against any CLAIM in connection with:

- ❖ loss of or damage to any Third Party property; and
- ❖ death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this PURCHASE ORDER, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the BUYER GROUP.

15 **CONSEQUENTIAL LOSS:**

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

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

16 **FORCE MAJEURE**

16.1 The term "Force Majeure" means any of the following events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of the affected PARTY, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance of the affected PARTY and its obligations under the PURCHASE ORDER:

War (whether declared or not), hostilities, epidemics, riots, earthquake, typhoon, cyclone, flood, landslide, fire, explosion, strike of a whole national category of workers or Acts of God, delay, suspension and stoppage of work caused by Governmental action. Force Majeure shall specifically not include occurrences as follows:

- a. Late delivery of materials caused by congestion at SELLER's facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by SELLER and/or SUB-SELLER caused by unavailability of equipment, supervisors or labour, inefficiencies or similar occurrences.
- c. Mechanical breakdown of any item of SELLER's or its SUB SELLER's equipment, plant or machinery.
- d. Delays due to ordinary storm or inclement weather or non-conformance by SELLER or SUB-SELLER.
- e. Additionally, Force Majeure shall not include financial distress of SELLER or any SUB-SELLER.

- 16.2 In the event of either PARTY being rendered unable by Force Majeure to perform any obligation required to be performed by them under the PURCHASE ORDER, the relative obligation of the PARTY affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which cause lasts.
- 16.3 Upon the occurrence of any Force Majeure event, the PARTY so affected in the discharge of its obligation shall promptly, but no later than three (3) days give written notice by e-mail of such event to the other PARTY. The affected PARTY shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the SUPPLY for a continuous period of more than fifteen (15) days, the PARTIES shall meet and determine the measures to be taken.
- 16.4 Any delay or failure in performance by either PARTY hereto shall not give rise to any CLAIMS for damages or loss of anticipated profits to the extent, such delay or failure is caused by Force Majeure.
- 17 **TERMINATION:**
- General:** The PURCHASE ORDER shall terminate after the successful supply of GOODS in entirety to the DELIVERY POINT and at the end of the Primary Period or any extensions without any notice being required subject to provision under Clause # 17.1 & 17.2 below. However the warranty period will remain valid even after the termination of the PURCHASE ORDER.
- 17.1 **TERMINATION FOR CONVENIENCE:**
- a) SELLER's performance of work under this PURCHASE ORDER may be terminated by BUYER in accordance with this clause in whole, or, from time to time in part whenever BUYER shall elect. Any such termination shall be effected by delivery to SELLER of a Notice of Termination specifying the extent to which performance of work under this PURCHASE ORDER is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, SELLER shall, unless the notice requires otherwise: (1) immediately discontinue work on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to BUYER of all orders to suppliers; and (4) assist BUYER upon request in the maintenance, protection, and disposition of property acquired by BUYER under this PURCHASE ORDER.
- b) If requested in writing within fifteen (15) days after Notice of Termination, BUYER will pay to SELLER as full compensation: (1) all amounts due and not previously paid to SELLER for the GOODS supplied in accordance with this PURCHASE ORDER prior to such Notice, and for work thereafter completed as specified in such Notice; (2) a reasonable amount for any GOODS then in transportation to BUYER's WAREHOUSE; (3) Costs covering anticipated profits shall not be borne by BUYER.
- c) The total sum to be paid to SELLER under this clause, inclusive of settlement costs, shall not exceed the seventy five percent (75%) of the total PURCHASE ORDER price as reduced by the amount of payments otherwise made and as further reduced by the PURCHASE ORDER price of work not terminated, and will not include any consideration for loss of anticipated profits on the terminated work, all CLAIMS for which SELLER agrees to waive.
- d) SELLER agrees that substantiation for settlement of CLAIMS submitted shall be complete and in sufficient detail to allow BUYER's evaluation.

17.2 TERMINATION FOR DEFAULT:

- a) BUYER may terminate the whole or any part of SELLER's performance of work under this PURCHASE ORDER in any one of the following circumstances: (1) if SELLER fails to make delivery of the GOODS or to perform within the time specified herein or any extension thereof; or (2) if SELLER delivers non conforming GOODS; or (3) if SELLER fails to provide adequate assurance of SELLER's ability to meet the quality standards or the DELIVERY DATE(s) of this PURCHASE ORDER; or (4) if SELLER fails to perform any of the other provisions of this PURCHASE ORDER in accordance with its terms or so fails to make progress as to endanger performance of this PURCHASE ORDER; or (5) if SELLER makes a general assignment for the benefit of its creditors, becomes insolvent or institutes or has instituted against it a proceeding in bankruptcy. In the event of any such failure, BUYER will provide SELLER with written notice of the nature of the failure and BUYER's intention to terminate for default. In the event SELLER does not cure such failure within five (5) days (except for (5) for which no cure period shall apply) of such notice, BUYER may, by written Notice, terminate this PURCHASE ORDER, without any compensation.
- b) In the event BUYER terminates this PURCHASE ORDER in whole or in part as provided in this clause, BUYER may procure, upon such terms and in such manner as BUYER may deem appropriate, GOODS similar to those so terminated and SELLER shall be liable to BUYER for any additional costs for such similar GOODS; provided that SELLER shall continue the performance of this PURCHASE ORDER to the extent not terminated under the provisions of this clause.
- c) SELLER agrees to assist BUYER in the event that re-procurement action is necessary as a result of default, by co-operation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by BUYER.
- d) If, after Notice of Termination of this PURCHASE ORDER, it is determined for any reason that SELLER was not in default under the provisions of this clause, or that the default was excusable under the provisions of this PURCHASE ORDER, the rights and obligations of the PARTIES shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause.

18 NONDISCLOSURE:

- 18.1 SELLER shall maintain in strict secrecy and shall not divulge to any third party any information, data and DOCUMENTATION furnished by BUYER to SELLER in connection with the PURCHASE ORDER or becoming known to SELLER through its performance of work under the PURCHASE ORDER, in so far as it is not clearly in the public domain. SELLER undertakes not to copy or make abstracts of documents relating to the PURCHASE ORDER on its behalf, or on behalf of third parties. These obligations shall continue notwithstanding the completion of the work under the PURCHASE ORDER.
- 18.2 SELLER shall not disclose the existence of the PURCHASE ORDER and also BUYER's name in connection with the PURCHASE ORDER.
- 18.3 Photographs of any of BUYER equipment, installation, or property shall be taken only with BUYER's prior consent in writing. Any such photograph and the negative and positive thereof shall be considered to be proprietary information of BUYER.
- 18.4 If so requested by BUYER, SELLER further agrees to require its employees and its Suppliers and their employees to execute an appropriate nondisclosure agreement prior to performing any work under this PURCHASE ORDER.
- 18.5 The SELLER shall not publish or permit to be published any pictorial, written, oral or other information relating to the PURCHASE ORDER, the GOODS or the activities of the BUYER without the BUYER's prior written consent. Such consent shall be given (if at all) separately in relation to each specific application therefor and shall apply only to that application. The accuracy of any information released by the SELLER and not supplied directly by the BUYER is the absolute responsibility of the SELLER.
- 18.6 The BUYER undertakes to keep confidential all techniques, know-how, methods and processes which are the property of or are proprietary to the SELLER. The BUYER shall also treat as confidential and shall not, without the SELLER's prior written consent, divulge to any third party any other information which is clearly marked as confidential by the SELLER.
- 18.7 The provisions of Clause 18 (Nondisclosure) shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the relevant PARTY prior to the date of this PURCHASE ORDER and which was not subject to any obligation of confidentiality owed to the other PARTY; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any LAW, rule or regulation of any governmental or regulatory body having jurisdiction over the relevant PARTY, or of any relevant stock exchange.

19 ASSIGNMENT:

19.1 ASSIGNMENT BY SELLER:

Any assignment of this PURCHASE ORDER or of any rights hereunder or hypothecation, or creation of any lien or charge thereof in any manner, in whole or in part, by operation of LAW or otherwise, without the prior written consent of BUYER shall be void. Upon fifteen (15) days written notice to BUYER, SELLER may assign monies due or to become due under this PURCHASE ORDER, provided that any assignment of monies shall be subject to proper set-offs in favour of BUYER and any deductions provided for in this PURCHASE ORDER.

19.2 ASSIGNMENT BY BUYER:

This PURCHASE ORDER, and the rights and obligations of BUYER under this PURCHASE ORDER shall be assignable to other BUYER GROUP companies without the prior written consent of SELLER. However BUYER's obligation to release payments in accordance with the PURCHASE ORDER terms shall continue, in the event of non-payment by BUYER GROUP companies.

- 19.3 SELLER shall include provisions of this Clause 19.2 in each of its purchase orders entitling itself to assign such purchase orders and the rights and obligations of SELLER thereunder to other BUYER GROUP companies.

20 CHANGES:

- 20.1 BUYER, 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 PURCHASE ORDER shall be modified by written Amendments executed by authorized representatives. However, any change in quantity shall not entitle SELLER to impose any penalty on the BUYER as it is agreed between the PARTIES that no penalty shall be applicable in case of reduction of actual purchase quantity by the BUYER.

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

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

21 PERFORMANCE SECURITY:

- 21.1 SELLER shall within ten (10) days from the date of signing of LOA / CONTRACT/PURCHASE ORDER submit a Performance Bank Guarantee (PBG) for -----/- (Ten percent (10%) of Total Purchase Order Value) valid till -----(Date), in the format provided vide PROFORMA BANK GUARANTEE to BUYER through an Indian Scheduled Bank, as per attached list, located in India. SELLER shall obtain BUYER's approval of the Bank issuing the bank guarantee and shall ensure that the bank guarantee carries the reference of this PURCHASE ORDER number and is forwarded to the BUYER. BUYER has unconditional option to revoke this PBG in case of any default from the SELLER.
- 21.2 Bank guarantees from BUYER's approved banks shall be on non-judicial stamp paper of appropriate value as per the Stamp Act.
- 21.3 The name and designation of the officer(s) executing the bank guarantee are to be shown in the bank guarantee and each page of it should be signed/initialed by the executants. Evidence of the authority of the signing officer (e.g. power of attorney) must be provided or appear in the attestation provision (e.g. signing power number and date).
- 21.4 The Performance Bank Guarantee shall be valid till expiry of Warranty period or as given in clause 21.1 above. In case of extension of the DELIVERY DATE or increase in Total PURCHASE ORDER Value, the validity and value of the performance guarantee shall be accordingly increased or extended.

22 GENERAL LEGAL PROVISIONS:

22.1 Amendment:

Subject to Clause 20 (Changes), this PURCHASE ORDER shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the PARTIES.

22.2 Non-Waiver:

Failure by BUYER to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify SELLER in the event of breach, or the acceptance of or payment for any GOODS hereunder, or review of design, shall not release SELLER from any of the warranties or obligations of this PURCHASE ORDER and shall not be deemed a waiver of any right of BUYER to insist upon strict performance hereof or any of its rights or remedies as to any such GOODS regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this PURCHASE ORDER by BUYER operate as a waiver of any of the terms hereof. A requirement that a SELLER furnished DOCUMENT is to be submitted for or subject to "Authorization to Proceed", "Approval", "Acceptance", "Review", "Comment", or any combinations of such words or words of like import shall mean unless the PURCHASE ORDER clearly indicates otherwise, that SELLER shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analysis, tests, or construction methods or materials developed or selected by SELLER and shall not relieve SELLER from full compliance with requirements of this PURCHASE ORDER.

Those provisions of this PURCHASE ORDER that by their very nature survive payment, final acceptance or termination under the PURCHASE ORDER shall remain in full force and effect after such payment, final acceptance or termination acceptance.

22.3 Retention of Rights

Except in respect of the indemnities granted pursuant to Clause 14 (Indemnities), unless otherwise specifically stated, both the BUYER and the SELLER shall retain all rights and remedies, both under the PURCHASE ORDER and at LAW, which either may have against the other. The SELLER shall not be relieved from any liability or obligation under the PURCHASE ORDER by any review, approval, authorization, acknowledgement and issue of completion certificate or the like, by the BUYER.

22.4 Language

The language of the PURCHASE ORDER shall be English and all meetings and other communications shall be in English.

22.5 Notices

- a) All notices under this PURCHASE ORDER shall be in writing and shall be served to the respective address and/or e-mail set out in the PURCHASE ORDER. Either PARTY may from time to time change its address and/or e-mail id for service herein by giving written notice to the other PARTY.
- b) Any notice may be served by hand delivery to a PARTY at its address for service hereunder or by e-mail.
- c) Any notice given by hand delivery shall be deemed to be given at the time of delivery.
- d) Any notice served by e-mail shall be given on the date recorded on the e-mail delivery receipt of the recipient.

23 SETTLEMENT OF DISPUTES:

- 23.1 Any claim arising out of or attributable to the interpretation or performance of this PURCHASE ORDER which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause.
- 23.2 If for any reason BUYER and SELLER are unable to resolve a claim for an adjustment, SELLER shall notify BUYER in writing that a dispute exists and request a determination by BUYER. Any such request by SELLER shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SELLER'S proposal for resolution
- 23.3 BUYER shall endeavour, within thirty (30) days of any request by SELLER, to provide SELLER with a written determination setting forth the contractual basis for its decision and defining what Purchase Order adjustments it considers equitable. Upon SELLER'S written acceptance of BUYER'S determination, the PURCHASE ORDER will be modified and the determination implemented accordingly or, failing agreement, BUYER may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with BUYER'S determination.
- 23.4 If BUYER's determination is not accepted by SELLER, SELLER shall, within thirty (30) calendar days, submit to BUYER a memorandum stating the issues in dispute.
- 23.5 BUYER and SELLER will meet for negotiations at a mutually agreed time and place. The PARTIES shall endeavour to settle the claim through discussions between the BUYER's representative and SELLER's representative. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the PARTIES agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the PARTIES.
- 23.6 Should the PARTIES agree to pursue an ADR process each PARTY will be responsible for its own expenses incurred to resolve the dispute during the ADR process.
- 23.7 If the PARTIES do not agree to an ADR process or are unable to resolve the dispute through ADR, then the PARTIES shall resolve the matter in accordance with Clause 25, Arbitration of the General Conditions of Purchase Order.

24 GOVERNING LAW & JURISDICTION:

- 24.1 This PURCHASE ORDER shall be interpreted in accordance with and shall in all respects be subject to the Indian Law.
- 24.2 All disputes arising out of this transaction shall be subject to the jurisdiction of courts situated at Mumbai, India.

25 ARBITRATION:

- 25.1 If any dispute or difference arises out of or relates to this PURCHASE ORDER whether during the progress of the PURCHASE ORDER or after its completion or whether before or after the termination, abandonment or breach of the PURCHASE ORDER and such dispute or difference cannot be resolved by SELLER and BUYER as set forth in Clause 23 (SETTLEMENT OF DISPUTES), either PARTY shall, within thirty (30) calendar days from the occurrence or failure to reach agreement as set forth in Clause 23 (SETTLEMENT OF DISPUTES), whichever is later, give the other notice in writing of the existence of such dispute, specifying its nature and the point at issue. The notice shall also include a detailed description of the facts of the dispute with relevant dates, names of personnel involved, references to relevant documentation (with copies attached), the pertinent PURCHASE

ORDER provision(s), and a statement of contentions and conclusions and the PARTIES shall proceed to resolve such matter by arbitration.

- 25.2 Arbitration shall be conducted in accordance with the provisions of 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. statutory modification thereof by three arbitrators appointed in accordance with said Rules by a tribunal of Three (3) arbitrators, with one (1) arbitrator each to be appointed by BUYER and SELLER and third arbitrator (who shall be the presiding arbitrator) by the two (2) arbitrators so appointed. The arbitration proceedings shall be held in Mumbai, India. The arbitration proceedings shall be conducted in the English language. The decision of the arbitrator(s) shall be final, binding and non-appealable. Judgment upon any award rendered may be entered into any court having jurisdiction, or application may be made to such court for judicial acceptance of the award or an order of enforcement, as the case may be.
- 25.3 It is agreed however that the arbitrator shall not be an employee of either PARTY or in any way financially interested in this PURCHASE ORDER, dispute or claim.
- 25.4 The cost of arbitration shall be borne by the PARTY whose contention was not upheld by the arbitration award.
- 25.5 It is also a term of the PURCHASE ORDER that the SELLER shall not stop the Work under this PURCHASE ORDER and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not.

26 DELIVERY AND CONFORMITY LETTER:

- 26.1 The DELIVERY DATE/TIME of Goods as stipulated in Clause 3.3 of the General Conditions of Purchase Order of this PURCHASE ORDER shall be the essence of the PURCHASE ORDER.
- 26.2 SELLER is required to make sure that the GOODS as per this PURCHASE ORDER are delivered on time as agreed and specified in this PURCHASE ORDER. SELLER is required to submit a 'Conformity Letter' to the BUYER, along with the PBG, confirming that GOODS, as per this PURCHASE ORDER, shall be supplied as per agreed delivery time.

27 PROCUREMENT OF LOCAL GOODS AND SERVICES:

- 27.1 BUYER is committed to the Government to maximize the use of Local Resources in its Petroleum Operations. Therefore, in executing this PURCHASE ORDER, SELLER shall:
- (a) Give preference to the purchase and use of Goods manufactured, produced or supplied in India provided that such Goods are available on terms equal to or better than imported Goods with respect to timing of delivery, quality and quantity required, price and other terms.
 - (b) Employ Local suppliers having the required skills or expertise, to the extent reasonably possible, in so far as their services / goods are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms; provided that where no such suppliers are available, preference shall be given to non-Indian suppliers who utilize Local Goods to the maximum extent possible subject however to the provision in Clause 27.1 (a) above;
 - (c) Cooperate to the extent possible and without financial obligation with domestic companies to enable them to develop skills and technology to service the petroleum industry; and
 - (d) Ensure that provisions in terms of Clause 27.1 (a) to Clause 27.1 (c) above are contained in orders between SELLER and its Suppliers.
- 27.2 SELLER shall establish appropriate procedures, including tender procedures, for the acquisition of Goods and services which shall ensure that suppliers in India are given adequate opportunity to compete for the supply of Goods and services. The tender procedures shall include, inter alia, the financial amounts or value of contracts which will be awarded on the basis of selective bidding or open competitive bidding, the procedures for such bidding and the exceptions to bidding in cases of emergency.
- 27.3 Within ninety (90) days after the execution of this PURCHASE ORDER, SELLER shall provide BUYER, if specifically requested by the BUYER, with a report outlining its achievements in utilizing Indian resources for supplying the goods covered in this PURCHASE ORDER.

28 **COMPLIANCES WITH LAWS, RULES AND REGULATIONS:**

SELLER shall defend, indemnify and hold BUYER and its AFFILIATED Companies and their respective directors, officers, employees, representatives and agents, harmless from and against all claims, demands and causes of action, of every kind and character, arising from any failure on the part of SELLER or SELLER's personnel/representative to comply with the provisions of this PURCHASE ORDER.

29 **LAWS OF INDIA NOT TO BE CONTRAVENED: Nothing in this PURCHASE ORDER shall entitle the SELLER to exercise the rights, privileges and powers conferred upon it by this PURCHASE ORDER in a manner, which will contravene the laws of India.**

30 **REGISTRATIONS**

30.1 SELLER shall comply with all requirements of the laws of India as regards establishing its company on a proper legal basis to operate or do business therein, including registration.

31 **SEVERABILITY:** Each portion of this PURCHASE ORDER is intended to be severable. If any portion of this PURCHASE ORDER is determined to be illegal, invalid, or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this PURCHASE ORDER shall be deemed to be in full force and effect as if such invalid portions were not contained herein.

32 **ACQUAINTANCES WITH OPERATING AREA**

32.1 SELLER declares and represents that it is acquainted in all respects with the political, fiscal and logistics situation, climatic and environmental conditions, security, fire safety and statutory regulations existing in the OPERATING AREA and that it has evaluated all costs and risks connected therewith.

32.2 Pursuant to Clause 32.1 above, the SELLER shall be solely responsible for any misunderstanding and/or incorrect information however obtained.

33 **LEGAL REQUIREMENTS**

SELLER 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 SELLER'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 SELLER 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 SELLER working for Onshore Block under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments:

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

Labour Welfare Cess:

All prices are inclusive of all taxes including Labor welfare cess. The Goods and Service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labor welfare cess to SUNPETRO duly signed by CA of the firm.

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

34 LIQUIDATED DAMAGES

34.1 Liquidated damage

If SELLER for any reason other than Force Majeure, fails to timely deliver the GOODS or 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 PURCHASE ORDER 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 SELLER repudiates the PURCHASE ORDER before completion of the Works in accordance with the PURCHASE ORDER, or any if above reason resulting to delayed delivery GOODS, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the SELLER 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 up to a maximum of Ten percent (10%) of total PURCHASE ORDER value.

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

- Terminate the SELLER or a portion or part of the Work thereof at any time during the term of the PURCHASE ORDER and / or,
- Recover damage resulting from SELLER's breach of any of the provisions hereof from any kind of dues and / or,
- Get the Work done by any other contractor at the risk and cost of the SELLER and/or,
- Invoke bank guarantee or any other security provided by the SELLER and/or,

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

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

35 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 PURCHASE ORDER.

36 SPECIAL CONDITION OF THE CONTRACT (SCC)

36.1. 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.

36.2 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 Hazira Field, in Gujarat.
- II. Sun Petro reserves the right to ask for replacement of any manpower 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 Hazira Field shall be 9:00 AM to 5:30 PM. Sun-Petro has right to change the duty pattern as per the job requirement.

36.3 Transportation for:

i. Gas Genset system commissioning Personnel

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

36.4 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.

36.5 Transportation & Material handling

Contractor scope

36.6 Mobilization/demobilization charges

Nil

36.7 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.

i. 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.

36.8 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.
- ii. 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.
- iii. Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport for material / equipment of the Contractor.

36.9 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 Twenty Four (24) 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.

- iv. 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.
- v. 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.

36.10 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.

36.11 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 of 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.

36.12 Quality Assurance System

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

36.13 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.

SECTION – 4

ANNEXURES

ANNEXURE – 1

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 –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

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

To,
SUN 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 -4

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 - 5

CUSTOMS NOTIFICATION

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

ANNEXURE - 6

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

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