

**Request for Quotation (RFQ) / Tender Document**  
**for**  
**Consultant**  
**for**  
**Phased Business Transformation including**  
**Organization Redesign and Digital Modernization**  
**for Upstream Business**

**RFQ / Tender No.: SunPetro/ Consultant/2025-26/SPPL-267**



**SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)**

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

**CIN: U24219GJ1995PTC028519**

**Tel: +91 22 69325300**

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

# Sun Petrochemicals Private Limited

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

CIN: U24219GJ1995PTC028519

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Website: [www.sunpetro.com](http://www.sunpetro.com); Email Id: [info.sunpetro@sunpetro.com](mailto:info.sunpetro@sunpetro.com)

No. SunPetro/Consultant/2025-26/SPPL-267

Date: 16.03.2026

## REQUEST FOR QUOTATION (RFQ) / TENDER

**Sub: Consultant for Phased Business Transformation including Organization Redesign and Digital Modernization for Upstream Business.**

**Ref: RFQ / Tender No.: SunPetro/Consultant/2025-26/SPPL-267**

Dear Sir / Madam,

**1.0** Sun Petrochemicals Private Limited (hereinafter referred to as SunPetro / Company) is pleased to invite reputed agencies / parties (Bidders) to submit the Bid for the subject tender in accordance with the requirements & details as stated in the RFQ / Tender Document for “**Consultant for Phased Business Transformation including Organization Redesign and Digital Modernization for Upstream Business**”, under TWO BID (ENVELOPE) SINGLE STAGE BIDDING SYSTEM in following two Envelopes:

**ENVELOPE-I: Technical & Un-Priced Commercial Bid**

**ENVELOPE-II: Priced Commercial Bid**

Bidders are requested to read the instructions and requirements in this Tender Document carefully and accordingly to submit the Technical & Un-Priced Commercial Bid in one envelope and Priced Commercial Bid in another envelope as stated above, each in a separate wax sealed envelopes. Both envelopes are required to be placed in one wax sealed envelope and to 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]	RFQ / Tender No.	SunPetro/ Consultant/2025-26/SPPL-267
2]	Title of RFQ / Tender	Consultant for Phased Business Transformation including Organization Redesign and Digital Modernization for Upstream Business
3]	BRIEF Scope of Work	Detailed Scope of Work as per Section-2.
4]	Bid Validity	120 days
5]	Bid Bond Validity	150 days
6]	Last Date of Receipt of Queries from Bidders	14 days from the date of issue of this ITB.
7]	Date of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder, if organized.
8]	Submission of Bid Documents	<b>Hard copies of Bids</b> are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the sealed envelopes to be submitted at “Tendering office” on or before Tender Closing Date & Time.
9]	Tender Closing/ Bid Submission Date & Time	<b>30<sup>th</sup> March 2026 at 1500 hrs. IST</b>

10]	Address For Correspondence / Tendering Office	<p><b>HEAD –SCM &amp; COMMERCIAL</b>  <b>SUN PETROCHEMICALS PVT. LTD.</b>  8<sup>th</sup>, 9<sup>th</sup> &amp; 10<sup>th</sup> Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT.  Tel: +91 22 69325300  <b>Kind Attn: Mr. Dheeraj Paroch</b>  <b>E-mail: <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a>; and <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a></b>  <b>cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></b></p>
11]	Mobilization & Completion Schedule	As per Scope of Work
12]	Validity of Contract period	02 Years from date of award with a provision to extend for 01 (one) more year, in single or multiple trenches, on same rates, terms and conditions.
13]	Terms & Conditions of Contract	As per Section-3 of this tender Document
14]	<b>Alternate option for Submission of Bid Documents</b>	<p>Bidders alternatively can submit the bid over email as per following procedure.</p> <p>1) <u>Email-1</u>: “Technical &amp; Un-Priced Commercial Bid” to be submitted on following e-mail addresses, on or before RFQ closing date and time: <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a>; and <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>2) <u>Email-2</u>: Password protected Priced Commercial Bid to be submitted on following e-mail addresses, on or before RFQ closing date and time: <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a>; and <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>3) <u>Email-3</u>: Password of the Priced Commercial Bid to be submitted on following e-mail addresses, on or before RFQ closing date and time: <a href="mailto:siddarth.subramanian@sunpetro.com">siddarth.subramanian@sunpetro.com</a>; and <a href="mailto:allan.nunes@sunpetro.com">allan.nunes@sunpetro.com</a>; with cc to: <a href="mailto:Dheeraj.Paroch@sunpetro.com">Dheeraj.Paroch@sunpetro.com</a></p> <p>Notes:</p> <ol style="list-style-type: none"> <li><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></li> <li><i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i></li> <li><i>Failing to submit the hard copy of bid &amp; Bid Bond /Bid Security and any of the emails, in case of alternate option, shall be considered non submission of bid.</i></li> </ol>

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

## 1.2 Pricing Strategy

Bidder is to quote strictly as per the ‘Price Schedule’ (Section-4) of this tender document.

### **1.3 Evaluation Strategy**

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

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

### **1.4 Awarding Strategy**

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

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

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

### **1.7 Acknowledgement of tender**

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

Further details are available in the tender Document for the compliance. We look forward to receiving your bid complete in all respects on or before due date and time of bid submission.

**Regards**

**Dheeraj Paroch**  
**Head- Commercial & Supply Chain Management**

## **SECTION-2**

### **SCOPE OF WORK**

## SCOPE OF WORK (SOW)

### Business Transformation Program

*Sun Petrochemicals Private Limited (hereinafter referred to as “Company” and/or “SunPetro”)*

#### 1. Background & Objective

The Company is engaged in upstream oil and gas operations, including exploration, development, production, asset management and associated support functions.

SunPetro undertook a comprehensive HR policy design and implementation exercise in **November 2021** with the support of **Ernst & Young (E&Y)** to establish a structured HR framework aligned with the requirements of the **Upstream Oil & Gas sector**. The initiative laid the foundation for key HR policies, organisational structuring, and people processes to support the company’s growth and talent requirements.

Over the past two years, the organisation has also taken several initiatives to **digitise HR processes** and strengthen its people practices, including the implementation of HR systems as well as programmes focused on **employee learning and development, wellness, and engagement**, with the broader objective of building a **learning-oriented organisation**.

During this period, the **talent market has evolved significantly**, driven by inflationary pressures and increasing competition for skilled professionals. In view of these changes and considering that the policy framework has been in place for over two years, it is considered appropriate to **review and optimise the existing policies** to ensure continued market alignment and support SunPetro’s future growth.

The objective of this engagement is to undertake a comprehensive **Business Transformation Program** aimed at:

- Reviewing and redesigning the **Organisational Structure** to improve agility, accountability, and performance.
- Assessing and enhancing the **maturity of key business processes** across the upstream value chain.
- Recommending and implementing **best-in-class practices** aligned with global upstream operators.
- Identifying and implementing **digital transformation and automation solutions**, including upstream-specific software platforms.
- Delivering a detailed **implementation roadmap, cost estimate, and change management plan**.
- Benchmarking the perquisites and benefits of staff and directors including their CTC

#### 2. Scope of Work

The scope shall include, but not be limited to, the following components:

##### A. Organisational Structure Review & Redesign

###### A.1 Current State Assessment

The Consultant shall:

- Review the existing organisational structure (corporate, asset-level, field-level).
- Assess spans and layers, reporting lines, role clarity, and accountability.
- Evaluate decision-making hierarchy and delegation of authority.
- Review overlaps, redundancies, and silo structures.
- Benchmark with leading upstream oil & gas organisations (international and domestic).

###### A.2 Diagnostic Reports

- Organisational health assessment report.
- Identification of structural inefficiencies and bottlenecks.
- Gap analysis vs. agile operating models.

### **A.3 Target Operating Model (TOM)**

- Design an agile, future-state organisation structure.
- Define clear roles, responsibilities (RACI matrix).
- Recommend optimal spans of control.
- Propose governance and decision frameworks.
- Define competency and capability requirements.

### **A.4 Implementation Plan**

- Phased restructuring roadmap.
- Change management strategy.
- HR transition framework.
- Communication plan.

## **B. Review of Employee Policies & Processes**

- Review existing employee policies, guidelines, and processes:
- Assess policies and processes for:
  - Alignment with business needs and organisation structure
  - Compliance with applicable labour laws and regulations
  - Consistency, clarity, and ease of implementation
- Identify gaps, redundancies, and inefficiencies and propose:
  - Simplified and standardised policy frameworks
  - Redesigned process flows and SOPs

## **C. Business Process Review & Maturity Assessment**

The Consultant shall review and assess process maturity across key upstream functions, including but not limited to:

### **C.1 Core Upstream Processes**

- Exploration & Subsurface Evaluation
- Field Development Planning
- Project Appraisal, Monitoring and Approval Process
- Drilling & Well Engineering
- Production Operations (including Production Planning and Optimisation)
- Reservoir Management
- HSE Management
- Asset Integrity Management

### **C.2 Support & Control Functions**

- Supply Chain & Procurement
- Contract Management
- Finance & Cost Control
- Project Management
- IT & Data Management
- HR & Talent Management
- Training and Wellness Management

### **C.3 Process Maturity Assessment**

The Consultant shall:

- Map current “As-Is” processes.
- Evaluate against industry frameworks.
- Identify inefficiencies, manual dependencies, rework, and control gaps.
- Benchmark against global best practices in upstream oil & gas.

### **C.4 Process Re-engineering**

- Develop “To-Be” process maps.
- Standard Operating Procedures (SOPs).
- Internal control strengthening.
- KPI framework and performance dashboards.

- Integration across departments (subsurface, surface and corporate functions).

#### **D. Digital Transformation & Automation**

The Consultant shall evaluate and propose digital and automation opportunities specific to upstream oil & gas operations.

##### **D.1 Digital Maturity Assessment**

- Evaluate current IT landscape and architecture.
- Review integration between subsurface, projects, drilling, production and SAP systems.
- Identify manual processes suitable for automation.
- Assess data governance and analytics maturity.

##### **D.2 Digital Strategy & Roadmap**

- Develop a 3–5 years Digital Transformation Roadmap.
- Align digital initiatives with business objectives.

##### **D.3 Upstream-Specific Software Solutions and Automation Initiatives**

The Consultant shall recommend and, if in scope, support implementation of industry specific solutions and automation initiatives.

#### **E. Implementation & Change Management**

The Consultant shall provide a) Phased Implementation Plan including timeline, b) Program Governance Structure and c) Change Management

#### **F. Costing & Commercial Proposal Requirements**

The Bidder shall provide:

1. Detailed professional fee structure:
  - Phase-wise cost and estimated time for each phase
  - Resource-wise billing rates
  - Fixed vs. time-based components
2. Implementation Cost Estimate (where applicable):
  - Software licensing costs
  - System integration cost
  - Infrastructure cost
  - Training cost
  - Change management cost
  - Ongoing support and AMC cost (3–5 years)

#### **G. Deliverables**

The Consultant shall provide:

- Diagnostic Assessment Report
- Target Operating Model (TOM)
- Organisational Redesign Blueprint
- Process Re-engineering Documentation
- Digital Transformation Strategy (including AI) and Implementation Roadmap
- Change Management Plan
- Detailed Cost & Investment Plan
- Benefits Realisation Framework
- Final Executive Presentation to Board

## Bidder Qualification Criteria

Bidders must:

- Demonstrate prior experience in upstream oil and gas business transformation and provide at least 2 suitable references (preferably in upstream oil and gas sector) in last 5 years.
- Demonstrate experience in digital transformation/implementation (preferably in upstream oil and gas sector).
- Provide CVs of key team members.

## **SECTION-3**

### **MODEL CONTRACT**

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

## PREAMBLE OF THE CONTRACT

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_ 2026

### BY AND BETWEEN

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

### AND

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

### RECITALS

**WHEREAS**, Company desires to have certain Services as hereinafter specified Consultancy services for *Business Transformation in phases including Organization Redesign and Digital Modernization for Upstream Business*”

**WHEREAS**, Consultant represents that it is engaged in the business of providing, in accordance with best international industry practices for carrying out the **Consultancy services for Business Transformation including Organization Redesign and Digital Modernization for Upstream Business** and have the necessary resources and is willing to mobilize the resources/personnel and to provide the services as per SOW so on the terms and conditions hereinafter contained;

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

**WHEREAS**, Company desires to engage Consultant to perform and complete the Services and

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

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

This Contract witness that in consideration of the premises and the payment to be made by the Company to the Consultant provided for herein the Consultant shall execute and perform all Services strictly according to the SCOPE OF WORK (Section-2) / Call out various provision in tender schedule and upon such execution and performance of services to the satisfaction of the Company, the Company shall pay to the Consultant at the rates accepted as per the said tender schedule (Attached at Section-4) and in terms of the provisions therein.

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

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

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

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

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

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

**Sun Petrochemicals Private Limited**  
(COMPANY)

\_\_\_\_\_  
(CONSULTANT)

Signature \_\_\_\_\_  
Name:  
Title:

Signature \_\_\_\_\_  
Name:  
Title:

In presence of witnesses

1) Name  
Title  
Signature/Initials

1) Name  
Title  
Signature/Initials

1) Name  
Title  
Signature/Initials

2) Name  
Title  
Signature/Initials

## GENERAL CONDITIONS OF CONTRACT (GCC)

### INDEX

3.1	Definitions and Interpretation
3.2	Duration of Contract
3.3	Materials, supplies, equipment, services and personnel
3.4	Inspection of Material
3.5	Duties and power/authority
3.6	Company's work completion programme
3.7	Performance of the work/services/supplies
3.8	Safety and Labour laws
3.9	Termination by Company
3.10	Health, safety & environment (HSE)
3.11	Settlement of dispute/ arbitration
3.12	Entire agreement/ waivers
3.13	Liquidated damages
3.14	Notices
3.15	Applicable law
3.16	Acts and regulations, guidelines
3.17	Statutory requirements
3.18	Confidentiality
3.19	Assignment and subcontracting
3.20	Verification of character and antecedents of contractual manpower
3.21	Invoicing and payment
3.22	Claims, taxes & duties, fees and accounting
3.23	Insurance
3.24	Consultant's obligations and warranties
3.25	Force majeure
3.26	Warranties and remedies
3.27	Liens
3.28	Indemnity and liabilities
3.29	Performance bank guarantee
3.30	Severability
3.31	Employment by firms to officials of company
3.32	Independent contractor status
3.33	Non-exclusive contract
3.34	Interpretation
3.35	Export Controls
3.36	Ownership of Engineering
3.37	Warranties

### **3.1 DEFINITIONS AND INTERPRETATION**

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

- 3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, Consultant, Sub-consultant shall mean in relation to any Company, at any time, any other entity.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Qualification, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by Sun Petro.
- 3.1.6 "Contract Price / Contract value" shall mean the estimated value of the payments that would be made to the Consultant for the duration of the Contract for the services to be provided under the Contract including but not limited to the Mobilization Charges, Demobilization Charges, cost of consumables, day rates, monthly rates, standby rates etc. as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 3.1.7 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.8 "Consultant" and / or "Contractor" shall mean M/s. \_\_\_\_\_ and includes, its employees, personnel deployed in SunPetro for the Work, consortium partners, sub-consultants and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.9 "Consultant Administrator / Representative" shall mean the contract administrator so appointed by the Consultant and informed to Sun Petro.
- 3.1.10 "Consultant's Equipment" shall mean all the equipment(s), material, units etc. along with provided by the Consultant or its Sub-consultants in connection with the Scope of Work specified in *Section-2*.
- 3.1.11 "Consultant's Personnel" shall mean each individual and / or the collective group of Consultant's employees, Consultant's subconsultants, and their respective employees, subconsultants, licensees, invitees, agents and representatives, who are provided and/or utilized by Consultant for the performance of the Work.
- 3.1.12 "Commencement Date" shall mean the date when the Consultant's manpower, with prior approval of the Company, reached SunPetro's first designated work location and is ready to commence work on the designated site for working in all respects as intimated by SunPetro to Consultant or the date of start of Work by the Consultant as per instruction of Company .

- 3.1.13 "Completion Date" shall mean the time and date when the work as per Call out order is completed by the Consultant under the specific call out order as per the Scope of Work.
- 3.1.14 "Company" means the Sun Petrochemicals Private Limited which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.15 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.16 "Company Group" shall mean the Company, its affiliates their consultants, subconsultants and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Consultant Group;
- 3.1.17 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.18 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty four hours as referred to local time at the Site.
- 3.1.19 "Effective Date" shall be the date of issue of NOA (Notification of Award) / LOI(letter of Intent) / LOA (Letter of Award) / Work Order or as specified by Company.
- 3.1.20 "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and annexures.
- 3.1.21 "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- 3.1.22 "Good Industry Practices / Consulting Standards" means Good Industry Practices / Consulting Standards.with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 3.1.23 "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- 3.1.24 "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 3.1.25 Interpretation
- Reference to "Section", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
  - The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
  - Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
  - Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

- e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.26 “Letter of Intent / Letter of Award / Notification of Award /Work Order” or “LOI / LOA / NOA/ WO” shall mean the letter of Intent or Letter of Award or Work Order issued to the Consultant by Company.
- 3.1.27 “Operator” shall mean Sun Petrochemicals Private Limited (Sun Petro) / Company
- 3.1.28 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.29 “Qualification” shall mean the academic and work experience requirement of manpower to be deployed by the Consultant for work with prior approval of SunPetro.
- 3.1.30 “Services” shall mean the services to be provided by the Consultant under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Consultant and Sun Petro and mentioned in the call out order.
- 3.1.31 SunPetro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.32 “SunPetro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.33 “Sub-Contract” shall mean order / contract placed by Consultant for any portion of the Work awarded by the Company or Work sublet by Consultant with necessary prior written approval by Sun Petro to any third party. Such sub-letting shall not relieve Consultant from any obligation, duty or responsibility under the Contract.
- 3.1.34 “Sub-Consultants” and / or “Sub – Contractor” shall mean those person or persons or companies or firms engaged by the Consultant to whom part of Work / Contract is sublet or Sub-Contract by the Consultant in connection with the Services / contracts with prior written approval by Sun Petro.
- 3.1.35 Deleted
- 3.1.36 **“Performance Bank Guarantee” shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Consultant to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in Annexure #1 & 2 hereof.** “Rates” or “Rate” shall mean the applicable rates of compensation to be paid to Consultant for work hereunder as set forth in the Price Schedule.
- 3.1.37 “Termination Date” shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.
- 3.1.38 Deleted.
- 3.1.39 “Warranty” means warranties described in the Contract.
- 3.1.40 “Willful Misconduct” means Intentional disregard of Good & prudent international standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 3.1.41 “Third Party” shall mean a person / entity which are not included in Company Group or Consultant Group.

### **3.2 DURATION OF CONTRACT:**

The primary term of this Contract shall be **Two (2) years** from the Effective Date, unless terminated earlier in accordance with the provisions of the Contract. The Company reserves the right to extend the Contract for an additional period of **One (1) year**, in one or more tranches, on the same rates, terms and conditions, subject to

satisfactory performance of the Consultant and mutual agreement between the Parties.

- 3.3.2 Commencement Date, Completion Date and Termination Date for rate applicability:
- Effective Date: Date of LOA
  - Commencement date: Date of first Mobilization and start of work
  - Completion date of contract: Expiry Date of Contract
  - Termination Date: Expiry / Termination of the Contract
  - Mobilization & demobilization dates: As per dates mentioned in the call out for specific work / project

**3.3 MATERIALS, SUPPLIES, EQUIPMENT, SERVICES AND PERSONNEL**  
Deleted

**3.4 INSPECTION**

3.4.1 **Deleted.**

3.4.2 Inspection of Consultant's Personnel

**Company shall have the right at any time to inspect, review, interview and reject for valid cause any personnel deployed by the Consultant or any equipment furnished by the Consultant for performance of the Services and Consultant shall replace, at no additional cost to Company, such personnel / items so rejected with competent acceptable person / items free from defects or if Company agrees, repair such items at Consultant's cost.**

**3.5 DUTIES AND POWER / AUTHORITY**

3.5.1 The duties and authorities of the SunPetro's Representative are to act on behalf of the Sun Petro for:

- a. Overall supervision, co-ordination and Project Management
- b. Proper utilization of Services.
- c. Monitoring of performance and progress.

3.5.2 **Consultant's Representative:**

3.5.2.1 Consultant's Representative shall have all the powers requisite for the performance of the Services.

3.5.2.2 He shall liaise with Company's Representative for the proper co- ordination and timely completion of the Services and on any matter pertaining to the Services.

3.5.2.3 To have complete charge of consultant's personnel engaged in the performance of the Services and to ensure compliance of rules and regulations and safety practice.

3.5.3 Time schedule and work procedures

There shall be agreed Time Schedule and work performance procedure for each of the Project under each of the Call out order (to be worked out for each project by Company's appointed Representative and Consultant's Representative). Call out shall indicate Zero date for each Project in writing at the time of issuing the Work Order/Call out. Call outs shall be issued by the Company under this Contract for each of the project to be taken up by the Consultant mentioning the details of the Project / Work, Location, requirement, time schedule, start date, end date, estimated effort etc. Call out(s) shall be issued before the mobilization of resources by the Consultant for each of the project / Work.

3.5.4 Broadly, in the Kick off meeting prior / after each of the call out issued by the Company, a time schedule shall be drawn up with Company's agreement and to Company's requirement identifying major mile-stones to be accomplished for each major item of the scope of services, such as Basic design & bid document preparation/review, detail design or its review, Procurement, Fabrication, Installation, Start-up and Commissioning and also identifying, say quarter-wise or month wise as required, the deployment or the estimated manhours. Periodically, say once in a month or in two months depending on the stage of the Project/status of the progress being made, the deployment of manpower

shall be reviewed with Company's appointed Representative and adjustment made with Company's approval to suit the Project completion requirements.

- 3.5.5 Consultant shall submit two copies of the Project progress report by 15<sup>th</sup> of the following month or as per frequency advised by the Company covering the progress made during the previous month / tenure, showing status of services against that planned achievements and short falls, its independent assessment and explanation thereof, its suggestions/recommendations to improve/correct the status/position of the progress of the Project. The report should include the domestic / foreign tours reports of individual officials indicating departure, arrival, stay at various places and work accomplished. In such report, Consultant shall analyse the same and give its independent assessment to Company, along with the monthly progress report. Any such travel related to the Work shall be with prior approval of the Company along with anticipated budget for tickets, hotel etc., if not arranged by the Company.
- 3.5.6 Once the Project is conceptualized after completion of process/engineering study; and the scope of work is firmed up, approved by the Company, Consultant will submit a schedule to Company concerning all activities, which will be mutually agreed & accepted as project execution schedule for further adherence/monitoring.
- 3.5.7 Consultant to submit the procedure being followed to monitor and control the execution and progress of the jobs, for Company's review.

#### **3.5.8 PROJECT EXECUTION SCHEDULE:**

The Consultant shall prepare a detailed Project Execution Schedule for the Services in consultation with the Company within fifteen (15) days of the Effective Date.

The schedule shall include key milestones, deliverables, timelines, and review meetings for completion of the Services as defined in the Scope of Work.

The Consultant shall periodically review the progress of the Services with the Company and take necessary measures to ensure timely completion of deliverables.

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

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

The Services shall be performed by Consultant with all reasonable skill, diligence and care in accordance with Best international petroleum industry practices to the satisfaction of the Company and accept full responsibility for the satisfactory quality of such services as performed by them. The Consultant shall be responsible for all interface issues, related to providing multiple services as required as per scope of work / services / supplies. Any defect, deficiencies noticed in Consultant's service will be promptly remedied by Consultant within 10 days upon the receipt of written notice from Company to improve their performance and reperform the Work, without any additional cost to Company.

- 3.6.2 During the warranty period, if any defect is observed in the executed works and if some work/activity is required to be redone which is in the opinion of SunPetro, could have been avoided with proper supervision from Consultant, Consultant shall be required to depute their surveyors/discipline engineers for carrying out supervision of rework being done by the contractor at their cost, without any cost to SunPetro (COMPANY).

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

#### **3.6.4 Discipline**

Consultant shall provide services hereunder with due diligence and good engineering practices. Consultant shall maintain strict discipline and good conduct among its employees and its Back-up Consultant's employees and shall abide by and conform to

all rules and regulations promulgated by the Company governing the Work / operations. Should Company feel that the conduct of any of Consultant / Back-up Consultant's employees is detrimental to Company's interest, the Company shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. Consultant shall comply with any such request to remove and replace such personnel at Consultant / Back-up Consultant expense unconditionally. Consultant will be allowed a maximum of Seven (7) working days to replace the person by competent qualified person at Consultant's cost.

3.6.4.1 Consultant shall ensure that its employees and subconsultants are qualified, experienced & trained and shall, comply with the all Conditions set forth in scope of work. Consultant agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of work shall constitute grounds for termination of this Contract.

3.6.4.2 Company have the right to ask consultant to change / replace its personnel for misbehaving / indiscipline during contract period. Consultant will replace person, within 7 working days without affecting the work progress.

### 3.6.5 Legal Requirements

Consultant 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 Consultant's Personnel or technology in the Services or the export of such technology to India.

## 3.7 SAFETY AND LABOUR LAWS

Consultant shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Company shall be applicable in the performance of this Contract and Consultant shall abide by these laws.

Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted out side the living quarters. Company's employee also shall comply with safety procedures/policy.

### Provident Fund Act:

No dues of Payment of PF Contribution from the Employer & Employees in respect of Consultant working 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 Consultant working 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 consultants regarding payment of Wages, service compensation, Bonus, Gratuity, Un-availed Leave salary, Notice pay & etc.

### Labour Welfare Cess:

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

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

### **3.8 TERMINATION BY COMPANY**

Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Consultant shall be paid for the Services successfully completed and accepted / certified by Company Representative up to the date of termination.

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

If the Consultant fails to commence the Services within the time specified in the Contract or fails to perform the Services in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have the right to terminate the Contract upon expiry of such specified time, unless otherwise provided or agreed by the Company.

##### **Consequences of Termination:**

Upon termination of Contract by Company under this sub-clause, the Consultant shall not be entitled to any payment whatsoever except for Services successfully completed and accepted by the Company. The Consultant shall immediately refund any sum which the Company might have paid to the Consultant under this Contract in excess of the Services performed. Unless otherwise provided in the Contract, the Consultant shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Consultant. Company shall have the option to invoke PBG.

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

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

- a) Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Consultant seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Consultant for a substantial part of its property, or if the Consultant shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Consultant; or
- b) Makes a general assignment for the benefit of its creditors; or
- c) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- d) Fails to make prompt payment to Sub-consultants or equipment or labour; or
- e) Is in breach of Applicable Law; or
- f) Otherwise breaches the provisions of the contract or part thereof; or
- g) Suspends or abandons activities / Work in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- h) Fails to provide uninterrupted services/perform work.

##### **Consequences of Termination:**

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

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

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

##### **Consequences of Termination:**

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

#### **D. Termination for Convenience**

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

##### **Consequences of Termination:**

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

#### **E. Termination for non-performance or non-satisfactory performance of the work**

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

##### **Consequences of Termination:**

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

such breach by the Consultant. Company shall have the option to invoke PBG.

3.8.1 Upon receipt of Notice of Termination, the Consultant shall, unless a notice directs otherwise:

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

3.8.2 Payment upon Termination to be confirmed

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

### **3.9 HEALTH, SAFETY & ENVIRONMENT (HSE)**

General

Consultant shall perform all the work complying to HSE standards as applicable to Oil & Gas fields, respective government bodies, statutory requirements, laws of India and as followed by Company at the respective Work Site.

### **3.10 SETTLEMENT OF DISPUTE/ ARBITRATION**

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

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

3.10.3 It is also a term of the Contract that the Consultant shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating

directly or indirectly to the Work, at all times, Consultant shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. Notwithstanding anything contained herein, if the Consultant fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Consultant is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.

- 3.10.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 3.10.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.
- 3.10.6 English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.

### **3.11 ENTIRE AGREEMENT/ WAIVERS**

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

#### **3.11.2 Governing language**

All documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with English language.

#### **3.12.3 Waivers and amendments:**

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

a) Amendments: - It is agreed that the consultant shall carry out work in accordance with the completion program to be furnished by Company in the call out which may be amended from time to time by reasonable modifications as Company deems fit and after discussion with Consultant.

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

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

### 3.12.5 Changes and Additions

COMPANY shall have the right to ask for additions and or changes in the scope of services to be performed by consultant and/or by its back-up consultant as described in Section-2. Consultant will inform Company on the implication of this additional work on cost and time schedule. Unless Consultant receives written authority from Company on additional services, Consultant will not be obliged to proceed with any such variation in scope of services.

### 3.12.6 Assignment

Consultant shall not, unless with prior consent in writing of Company, sublet/ Sub-Contract, transfer or assign the Contract or any part thereof in any manner whatsoever. However, such consent shall not relieve consultant from any obligation, duty or responsibility under the Contract and consultant shall be fully responsible for the Services hereunder and for the execution and performance of the Contract.

3.12.7 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSME registration certificate etc.) of the sub-contractor to SunPetro.

## 3.12 LIQUIDATED DAMAGES

### 3.12.1 Liquidated damage

If Consultant, for any reason other than Force Majeure, fails to commence the Services or fails to perform the Services in accordance with the agreed time schedule mentioned in the Contract, or if such delay results in delayed completion of deliverables under the Contract, the Company may, without prejudice to any other right or remedy available to it, recover from the Consultant liquidated damages and not by way of penalty, at the rate of One percent (1%) of the Contract value for each week of delay or part thereof, subject to a maximum of Ten percent (10%) of the total Contract value.

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

- Terminate the Contract or any part thereof;
- Recover damages resulting from Consultant's breach of any provisions of the Contract from any dues payable to the Consultant;
- Get the Services performed by any other agency at the risk and cost of the Consultant;
- Invoke the Performance Bank Guarantee or any other security provided by the Consultant.

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

### 3.12.2 Deleted

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

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

## 3.13 NOTICES

All notices and other communications provided for in this Contract shall be in writing and shall be delivered at the addresses for notices given in the Contract. A party may notify

the other from time to time of changes in the address for notices. E -mails and facsimile transmissions shall be held to have been received at the time of transmission report.

**Sun Petrochemicals Private Limited**

8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park,

Saki Vihar Road, Powai,

Mumbai 400 072

Maharashtra, India

Tel: +91 22 69325300.

Kind Attn: Mr. Dheeraj Paroch – Head Commercial & SCM

Consultant Name & Address

**3.14 APPLICABLE LAW**

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

**3.15 ACTS AND REGULATIONS, GUIDELINES**

Not Applicable

**3.16 STATUTORY REQUIREMENTS**

During the tenure of the contract nothing shall be done by the Consultant in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter alia customs stowaways, foreign exchange etc.

**3.17 CONFIDENTIALITY**

3.17.1 “Confidential Information” shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

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

3.18.2 The Consultant shall hold the information confidential and shall not divulge or disclose the information, or make the information available to its affiliates/partners or third party or any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

- 3.18.3 Consultant and/or its back up consultant shall use all the documents, data, information and basic drawings if any, or a proprietary information or any information received from Company and or/its contractor/vendors/contractor agency, etc. solely for the purpose of carrying out their respective obligations and shall not disclose the same to any other person or party except with specific approval of Company, in connection with their respective scope of service outlined in this document and shall maintain the utmost secrecy.
- 3.18.4 Consultant and or its back up consultant shall bind their employees who are involved in the Project execution, a suitable secrecy agreement. The documents, data, information and basic drawings, if any, received from Company shall not be used by Consultant and/or its back up consultant for any other purpose, and shall be returned to Company upon completion of the project or whenever called upon to do so by Company.
- 3.18.5 Consultant shall not prepare articles or photographs for publications or speeches about the services and/or the Project or continuous facilities or installations or any other information concerning Company's operations without prior written consent of Company.
- 3.18.6 Consultant shall not also destroy any report, note and technical data relating to the operation/ work not required by Company. The obligation is continuing one and shall survive up to 5 years after the completion/ termination of completion of Contract/ Work Order and shall expire thereafter.
- 3.18.7 Consultant shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

### **3.19 ASSIGNMENT AND SUBCONTRACTING**

- 3.19.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Consultant, which shall not be unreasonably withheld.
- 3.19.2 Consultant shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Consultant sub contracts part of the Contract to a sub-consultant, Consultant shall ensure that sub order's reflect the requirements under this Contract and the Consultant shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Consultants, the same shall be notified to the Company with in a period of one (1) month.
- 3.19.3 However, no such approval for sub-contracting shall relieve Consultant from any obligation or liability under the Contract and Consultant shall be fully responsible for acts and omissions of any sub-consultant or supplier and its employees and agents as though they were the acts and omissions of Consultant or its employees or agents. Also in no case sub-Consultants shall pass on any claim/ liability to Company.

### **3.20 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MAN-POWER**

In all agreements involving deployment of manpower other than Consultant's personnel within SunPetro's premises like plants, offices, installations, rigs, stock yards etc., the Consultant shall submit the following documents to Company prior to start of work:

- (i) Undertaking from Consultant that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from Consultant that they have scrutinized the previous working of the

person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

- (iii) Along with the above mentioned undertakings, Consultant will provide certified photocopies of Police verification certificates for inspection by the authorized representative of Company. Consultant has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

Note: The Above condition is not applicable to Consultant Officials who are not be deployed for work in Company's Designated Work Location.

### **3.21 INVOICING AND PAYMENT**

- 3.21.1 The Company shall pay to consultant for the services to be provided by consultant as per the Scope of Services and specific Work / Call out Orders issued by Company, as per the man-hour/day rates and travel and associated expenses as per Section-4. The rates payable shall be firm during the entire Contract period as per Section-4.
- 3.21.2 In addition to lumpsum rates, Company's pre-approved travel and associated expenses of consultant, the Company shall also pay applicable Goods and Service Tax (GST) as per prevailing rates. All travel and out of pocket expenses shall be reimbursed only if incurred with prior approval from the Company. While claiming such expenses, Consultant, along with the original expense bills, is required to submit the copy of Company's prior approval.
- 3.21.3 All taxes levies and duties and other charges levied, assessed or imposed on Consultant's Back up consultant(s) for the services rendered by them under this Agreement shall be borne by Back up Consultant. Back up Consultant remuneration invoiced by Consultant shall not include Goods and Service Tax (GST) paid by Consultant on Back up Consultant's remuneration to the extent input tax credit of it is availed by Consultant. However, Company shall pay Goods and Service Tax (GST) on the gross amount invoiced by consultant for services provided by consultant as well as back up consultant excluding Goods and Service Tax (GST) paid by consultant to its Back-up consultant.
- 3.21.4 Invoices shall be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Consultant to show the basis for Consultant's application of the Contract payments and the resultant value of the invoice.
- 3.21.5 Consultant shall invoice to Company for payments hereunder on Completion of Services or on monthly basis. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet / field ticket / any other relevant document, which is jointly signed by Engineer In-charge / Company representative along with the Consultant representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Conditions of Contract)* i.e. three (3) Years and One (1) Year extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be as per SBI Buying rate prevailing one day prior to the date of release of payment.

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

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

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

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

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

3.21.8 All payments to the Consultant under this Contract shall be made in Indian Rupees to the Indian Bidders or Indian Rupees / United States Dollars to the Foreign Bidders.

3.21.9 The Consultant shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

**3.21.10 Audit**

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

not imply acceptance of liability on the part of the Company. Company shall have the right to notify Consultant of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Consultant's Personnel to the extent it deems necessary, and Consultant and its subconsultants shall make such personnel available at their assigned locations if still under employment with Consultant or its subconsultants.

### **3.22 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING**

#### **3.22.1 Claims**

Consultant agrees to pay all claims, taxes and fees for Services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for Consultant's Services under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Consultant hereunder.

#### **3.22.2 Notice of claims**

Consultant or Company, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that Party is entitled to indemnification under the Contract. Each Party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other Party's written consent.

#### **3.22.3 Taxes**

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

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

**3.22.4** Tax shall be deducted at source by Company from all sums due to Consultant in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

**3.22.5** For the lapses, if any, on the part of Consultant and consequential penal action taken by the Income Tax department, the Company shall not take any responsibility whether financial or otherwise.

**3.22.6** As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. Therefore, in case the Contractor does not furnish its PAN, Company shall deduct tax at source as provided

in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) or as per Certificate obtained in Form 15CB, as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

- 3.22.7 The employees of such foreign companies/concerns/Joint Ventures, their Sub-Contractor and assignees are also required to comply with various Direct tax laws of India, as applicable.

For the lapses, if any, on the part of the Consultant and consequential penal action taken by the Income Tax department, the Company shall not take any responsibility, what so ever, whether financial or otherwise and consultant will be Solely & severely responsible for any act of lapses or default or omission at their risk & cost.

Tax shall be deducted at source by Company from all sums due to Consultant in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

- 3.22.8 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. Therefore, in case the Contractor does not furnish its PAN, Company shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) or as per Certificate obtained in Form 15CB, as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

- 3.22.9 Personnel Taxes

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

- 3.22.10 Custom Duty, Entry taxes, etc.  
Not applicable.

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

- 3.22.12 Change in Law

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

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

### **3.23 INSURANCE**

3.23.1 For its risks and liabilities assumed hereunder, the Consultant shall, at its own expense procure and maintain as a minimum, the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the Contract. All such insurances (including insurances provided by Sub-Consultants) other than Employers Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Consultant under the Contract. **Consultant shall, at his own expense, arrange appropriate comprehensive insurance to cover its personnel deputed under this Contract as well as their equipment, tools and any other belongings of them, if any, or their personnel during the entire period of their engagement in connection with this Contract. Company will have no liability on this account.**

3.23.2 The provisions of this Clause shall in no way limit the liability of the Consultant under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company. Consultants Insurances shall be primary to, and receive no contribution from Company insurances. If the Consultants neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Company has the right to procure and maintain policies at Consultants risks and 5% more expense.

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

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

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

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

3.23.5 The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Consultant has the obligation to comply with Indian Social Security laws and regulations.

2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the consultant. The coverage should provide insurance for any incident or series of incidents covering the operations of the Consultant in the performance of the Contract. If Consultant's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
4. Personal Accident and Medical Insurance for each of Consultant's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Consultant shall carry or cause to be carried insurance covering all Consultant's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Consultant reserves the right to self insure its own assets.

#### General Conditions for Insurance

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

### **3.24 CONSULTANT'S OBLIGATIONS AND WARRANTIES**

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

- 3.24.2 Consultant represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Consultant warrants that it is aware of the entire survey area environment, zoning and other regulations legal description prescribed in this Contract.
- 3.24.3 At all times Consultant shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.24.4 Consultant shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Consultant's facility awaiting for transportation or otherwise in Consultants custody.
- 3.24.5 Consultant, and its backup consultant shall be responsible as set-forth herein, for any discrepancies errors or omissions in the drawings, prepared for the Project, documentation supplied by it or approved by it on behalf of Company whether the same shall have been approved by Company's representative or not, provided that such discrepancies, errors, or omissions are not due to inaccurate information furnished by Company or its licensor to Consultant, and its back up consultant, and shall at its expense upon COMPANY's request, promptly rectify the deficiency by amending/replacing or supplementing the deficient drawings, documentation as appropriate.

The liability of Consultant and its back up consultant expires after eighteen months from the completion of its relevant part of the Services, or one year after commissioning of the Project whichever is earlier.

- 3.24.6 Consultant shall advise Company immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.24.7 Consultant shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.
- 3.24.8 Consultant Personnel  
Consultant shall use all reasonable care to provide, at Consultants sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Consultant shall ensure that the necessary personnel are available at the Work Site / Location when required by Sun Petro for commencement of the Work and shall continuously be available during the duration of the Contract. Consultant shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Sun Petro shall have no responsibilities or liability whatsoever in this regard.
- 3.24.9 Sun Petro shall be entitled, without prejudice to any other rights or remedies available to Sun Petro under this Contract or otherwise in law to object to and require Consultant to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Consultant shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Consultant shall forthwith replace within 5 working days, at Consultant's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.

### 3.24.10 Permits and Instructions

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

### 3.25 FORCE MAJEURE

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

3.25.1.1 Late performance by Consultant and/or a sub-consultant caused by unavailability of software, requirement equipment, personnel, supervisors or labor, inefficiencies or similar occurrences;

3.25.1.2 Mechanical breakdown of any item of Consultant's or its Sub-consultant's equipment, plant or machinery; or

3.25.1.3 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or

3.25.1.4 Non-conformance by Sub-consultants;

3.25.1.5 Financial distress of Consultant or any Sub-consultant

3.25.1.6 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Consultant.

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

3.25.2 The affected party shall make every reasonable effort to. Should any act or acts of Force Majeure cause the suspension or artificial suspension of operations there under for all or part of the Work for a continuous period of more than seven (7) days, the parties shall meet and determine the appropriate measures to be taken. In the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15)

consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Consultant.

### **3.26 WARRANTIES AND REMEDIES**

- 3.26.1 Consultant represents that it is engaged in such specialized works / operations and represents that it has adequate resources, service capability and personnel in accordance with GIIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Consultant agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Software, Equipment and Services. Time is of the essence of the Contract and Consultant shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Consultant to timely deliver the work and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.
- 3.26.2 The Service warranty applies to all services performed by Consultant as part of the Work. Consultant warrants that it shall perform all such services in a Good and Workman like Manner. Consultant may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to re-work without any additional cost to the Company. Such rework must comply to the requirement as per satisfaction of the Company. In case even if the rework is found to be below quality and is not accepted, then Company shall not pay for such defective work. Consultant warrants to Company that Consultant's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Consultant undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 3.26.3 In the performance of the Services, if the Consultant fails to comply with the warranties and undertakings set forth, the Consultant shall as directed by the Company prior to demobilization, at Consultant's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Consultant upon receipt of Services or by payment of invoice.
- 3.26.4 Consultant shall use all reasonable care to provide, at Consultant sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Consultant shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Consultant shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. Company shall provide boarding and lodging to the Consultant's personnel while at the work.
- 3.26.5 Compensation of whatsoever nature shall not apply to time when the Consultant's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 3.26.6 If Consultant shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and

reasonable costs or expenses incurred by Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Consultant and may be deducted and set off against any monies owed to Consultant by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws

- 3.26.7 Consultant shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Consultant in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Consultant and approved in writing by Company. Consultant shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.26.8 Consultant shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.26.9 Consultant shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Consultant has not complied with the requirements of this Clause.
- 3.26.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

### **3.27 LIENS**

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

### **3.28 INDEMNITY AND LIABILITIES**

#### **3.28.1 Indemnity by Consultant:**

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

- a) personal injury, illness or death of:
  - i) any of Consultant's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

- b) loss or damage to:

i) any property owned, hired or supplied by Consultant Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

3.28.1.1 If any proceedings are brought or any claim is made against the Company arising out of the matters referred to in GCC above Sub-Clause, the Company shall promptly give Consultant a notice thereof, and Consultant may at its own expense and in the Company's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

3.28.1.2 If Consultant fails to notify the Company within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Company shall be free to conduct the same on its own behalf.

3.28.2 Indemnity by Company:

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

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

3.28.3 Third Parties:

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

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

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

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

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

3.28.4 Consultant's Material, Equipment, Services and Property

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

3.28.5 PATENT INDEMNITY

- (a) Consultant shall, indemnify and hold harmless Company and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including

attorney's fees and expenses, which Company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract/Work Order in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Consultant.

If any proceedings are brought or any claim is made against the Company arising out of the matters referred to in GCC above Sub-Clause, the Company shall promptly give Consultant a notice thereof, and Consultant may at its own expense and in the Company's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If Consultant fails to notify the Company within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Company shall be free to conduct the same on its own behalf

### 3.28.6 Limitation of Liability

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

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

### 3.28.7 Consequential Damage

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

### 3.28.8 Deleted

### 3.28.9 Certain Restrictions on Indemnities:

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

### 3.29 PERFORMANCE BANK GUARANTEE

Within Fifteen (15) days of the issue of Letter of Intent/ award, the Consultant shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to *Annexure #1*) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of *Annexure #1* issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

The Performance Bank Guarantee shall be of 10% of the Estimated Contract value (equivalent USD for Foreign Bidders) shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever

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

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

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

Sun Petro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the *Annexure #2*.

### **3.30 SEVERABILITY**

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

### **3.31 EMPLOYMENT BY FIRMS TO OFFICIALS OF COMPANY**

Firms/companies who have or had business relations with Company are advised not to employ serving Company employees without prior permission. It is also advised not to employ ex-personnel of Company within the initial two years period after their retirement/resignation/severance from the service without specific permission of Company. Company may decide not to deal with such firm(s) who fails to comply with the above advice.

### **3.32 INDEPENDENT CONTRACTOR STATUS**

The Consultant shall act as an independent contractor. The Contract does not create any agency, partnership, joint ventures or joint relationship between the Parties. Subject to all compliance with the Contract, Consultant shall be solely responsible for the manner in which works are performed. All employees, representatives or Back-up Consultants/ sub-CONTRACTORS engaged by Consultant in performing the Contract shall be under the complete control of Consultant and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any sub-Company awarded by Consultant shall be construed to create any contractual relationship between any such employees or representative or Back-up Consultant/ Sub-CONTRACTOR and the COMPANY. Consultant shall be responsible for the acts, defaults or gross negligence of Consultant, his agencies, workmen.

### **3.33 NON-EXCLUSIVE CONTRACT**

This Contract is nonexclusive and Company reserves the right to engage other consultants to perform similar or identical work. Consultant shall afford such other

consultants adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those consultants and with Company.

### **3.34 INTERPRETATION**

The titles and headings of the sections in this document are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this AGREEMENT.

### **3.35 EXPORT CONTROLS**

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

### **3.36 OWNERSHIP OF ENGINEERING**

Responsibility for the adequacy of engineering shall remain on Consultant irrespective of the fact that the specifications are commented by COMPANY. However, COMPANY shall be responsible for basic inputs/operational data, operating and maintenance parameters supplied by COMPANY or others on behalf of COMPANY to Consultant required for engineering of the project and shall ultimately be the owner of the engineering.

### **3.37 WARRANTIES**

3.37.1 Consultant and its back-up consultant, warrant that the services will be carried out with due diligence and according to good engineering practices and with not less than the care and skill normally employed by/expected of reputed and experienced engineers engaged in the type of services provided under this AGREEMENT.

3.37.2 Consultant, and its back up consultant, will exercise all reasonable skill, care and diligence in the performance of the services and will carry out the services in accordance with prudent engineering practice, commensurate with one skilled in the engineering disciplines called for herein. Consultant, and its backup consultant shall be responsible as set-forth herein, for any discrepancies errors or omissions in the drawings, prepared for the Project, documentation supplied by it or approved by it on behalf of COMPANY whether the same shall have been approved by COMPANY's representative or not, provided that such discrepancies, errors, or omissions are not due to inaccurate information furnished by COMPANY or its licensor to Consultant, and its back up consultant, and shall at its expense upon COMPANY's request, promptly rectify the deficiency by amending/replacing or supplementing the deficient drawings, documentation as appropriate.

The liability of Consultant and its back up consultant expires after eighteen months from the completion of its relevant part of the Services, or one year after commissioning of the Project whichever is earlier.

3.37.3 The Parties agree that the above warranty sets forth the entire and the sole warranty extended to COMPANY by Consultant and its back up consultant.

3.37.4 Nothing herein contained shall be construed as any warranty by Consultant, and its back up consultant, of the adequacy of construction or execution of the Project or a warranty of the sufficiency of manufactured or fabricated products, or any estimated cost of performing work hereunder or plant costs.

- 3.37.5 No action taken by Consultant or its back up consultant's personnel when acting as COMPANY's representatives shall be construed as any warranty by Consultant or its back up consultant of the timeliness or adequacy of construction or execution of the Project or a warranty of the sufficient of manufactured or fabricated products. Consultant and its back-up consultant, shall not be responsible for the acts or omissions of the construction Contractor, or any sub-contractors or Vendors, or any of the said Contractor's agents or employees, or any other persons of firms providing materials, equipment or services for plant.

**SECTION – 4**

**PRICE SCHEDULE (PS)**

## PRICE SCHEDULE (PS)

Bidder shall submit the rates as per the following format:

Lumpsum Cost for the complete Scope of Work:

S. No.	Category	UOM	Total Cost (in INR)
1	Total Cost for Business Transformation in phases including Organization Redesign and Digital Modernization for Upstream Business	L.S.	

Break up of total lumpsum Cost for phases wise work:

S. No.	Category	UOM	Total Cost (in INR)
1	Lumpsum total Cost for Organization Redesign	L.S.	
2	Lumpsum cost for each phase of Business Transformation (please detail each phase separately)	L.S.	
3	Lumpsum total Cost for Digital Modernization	L.S.	

**Notes:**

- i. Above quoted rates includes all the cost involved for the professionals (Salary, medical, softwares, etc) except the GST which will be paid as per actuals. No other cost shall be payable.
- ii. Above quoted rates are inclusive of transport, boarding/lodging, consultation for Consultants manpower. In case, if the Consultant is required to travel as per instruction of SunPetro, the cost related to such travel shall be reimbursed by SunPetro at actual on submission of necessary original supporting documents. However, such travel shall only be with prior approval of SunPetro.
- iii. Payment Term: Within 30 days upon receipt of undisputed certified invoice along with supporting documents.
- iv. Company shall have the option to take up the services at one go or in phases. Payment shall be made for the actual work approved by SunPetro and completed by Consultant.

## **SECTION – 5**

## **ANNEXURES**

## ANNEXURE -1

### 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 - 400063, 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 8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> 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 "**CONSULTANT**" 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 CONSULTANT 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 CONSULTANT 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:

- 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 CONSULTANT's liabilities.
- this guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONSULTANT 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.
- this guarantee shall not in any way be affected by the change in the constitution of the CONSULTANT or by the fact that the CONSULTANT has been wound up or any orders for winding up are passed or closed its business nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the GUARANTOR or the COMPANY or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the COMPANY.
- this guarantee shall continue to be in force notwithstanding the discharge of the CONSULTANT by operation of law and shall cease only on payment of the full amount by the GUARANTOR to the COMPANY of the amount hereby secured and on the claim of the COMPANY against the CONSULTANT in respect of the said P.O. being satisfied.
- this guarantee shall be in addition to and not in substitution for any other guarantee or security from the CONSULTANT to be given to the COMPANY in respect of the said P.O.

1. 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.

2. Notwithstanding anything contained herein:

- our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
- this bank guarantee shall be valid upto \_\_\_\_\_ and
- 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 -2**

### **LIST OF APPROVED BANKS**

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

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
  - I. Kotak Mahindra Bank
  - II. Yes Bank
  - III. RBL Bank (The Ratnakar Bank Ltd)
  - IV. IndusInd Bank
  - V. Karur Vysya Bank
  - VI. DCB Bank
  - VII. Federal Bank
  - VIII. South Indian Bank
4. Co-operative and Rural Banks:
  - I. The Kalapur 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
5. Any scheduled bank registered in India (any branch in India or abroad)

**ANNEXURE-3**

**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 : \_\_\_\_\_

**END OF RFQ / TENDER DOCUMENT**