

Tender Document
for
Rate Contract
for
Supply of Piping Material at
SunPetro's CPF Bhaskar Oil & Gas Field
in Gujarat

Tender No.: SunPetro/Gujarat/RC for Piping Material/2025-26/SPPL-268



SUN PETROCHEMICALS PRIVATE LIMITED
(SunPetro)

8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Opposite L & T Gate No 7, Mumbai, Maharashtra, 400072,
Maharashtra [BHARAT]
Phone No: +91 22 6932 5300

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SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

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

CIN: U24219GJ1995PTC028519

Tel: +91 22 69325300

Website: www.sunpetro.com; Email Id: info.sunpetro@sunpetro.com



Ref. No. : SunPetro/Gujarat/RC for Piping Material/2025-26/SPPL-268

16-March-2026

INVITATION TO BID (ITB)

Sub: Rate Contract for Supply of Piping material at SunPetro's CPF Bhaskar Oil & Gas Field in Gujarat

Tender No: SunPetro/Gujarat/RC for Piping Material/2025-26/SPPL-268

Dear Sir / Madam,

1.0 Sun Petrochemicals Private Limited (hereinafter referred to as **SunPetro / Company / Owner**) is Operator of Baola Field in Ahmedabad Dist., Modhera Field in Mehsana Dist., Bhaskar Field in Anand Dist., & Hazira Field in Surat Dist., in Gujarat and is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

Bidder shall quote unit rates for all items listed in the Schedule of Rates

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

1.1 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Gujarat/RC for Piping Material/2025-26/SPPL-268
2]	Title of Tender	Rate Contract for Supply of Piping material at SunPetro's CPF Bhaskar Oil & Gas Field in Gujarat
3]	Brief Scope of Work	Rate Contract for Supply of Piping material at SunPetro's CPF Bhaskar-1 field or any other field in Gujarat. Detailed as per Section - 4 of Tender Document.
4]	Tender Fee	Not Applicable
5]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at ANNEXURE-2 drawn from a Nationalised/ Scheduled bank as listed at ANNEXURE-9 for an amount as specified below: <u>Indian Bidder</u> : Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand Only) Note : In lieu of bid bond bidder can also submit DD /Pay order. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Pay order to be issued in the name of Sun Petrochemicals Pvt. Ltd., payable at Mumbai.
6]	Bid Validity	One Hundred and twenty (120) days

7]	Bid Bond Validity	One Hundred and fifty (150) days
8]	Tender Closing / Submission Date & Time	23 rd March 2026 at 1500 Hrs. IST
9]	Address For Correspondence /Tendering Office/ Tender Submission	Office of Head –Commercial & Supply Chain Management (SCM), SUN PETROCHEMICALS PVT. LTD. 8 th , 09 th , 10 th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA]. Tel: (022)-69325300, E-mail: To: ROSY.JAISWAL@sunpetro.com Cc: dheeraj.paroch@sunpetro.com ; allan.nunes@sunpetro.com
10]	Contract Period	3 Years + 2 Year Extension at discussion of the SunPetro on same rates, terms & conditions.
11]	Terms & Conditions of Contract	As per Section-3 of this tender Document
12]	Alternate option for Submission of Bid Documents	Bidders alternatively can submit the bid over email as per following procedure. 1) <u>Email-1</u> : “Technical & Un-Priced Commercial Bid” to be submitted on following e-mail address, on or before RFQ closing date and time: ROSY.JAISWAL@sunpetro.com ; with cc to Dheeraj.Paroch@sunpetro.com ; allan.nunes@sunpetro.com ; 2) <u>Email-2</u> : Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: ROSY.JAISWAL@sunpetro.com with cc to: allan.nunes@sunpetro.com ; Dheeraj.Paroch@sunpetro.com Notes: 1. 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. 2. Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified. 3. Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.

NOTE:

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

1.2. ACKNOWLEDGEMENT OF TENDER DOCUMENT

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

1.3. PRICING STRATEGY

Bidder is to quote strictly as per the ‘Price Schedule (Section-7) of this Tender document.

1.4 EVALUATION STRATEGY

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

1.5 AWARD STRATEGY

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

1.6 CHECK LIST

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

1.7 SUBMISSION OF BIDS

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

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

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

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

Please acknowledge receipt of the tender document per ANNEXURE-1 within 2 days from date of this ITB.

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

Warm Regards,

Dheeraj Paroch
Sun Petrochemicals Pvt Ltd
Head-SCM & Commercial

SECTION – 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

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

2.2 Joint Venture / Consortium Bidder’s Bid

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

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

- 2.3 Use of English Language**
All correspondence, documentation and drawings shall be in the English Language.
- 2.4 Late Bids**
Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company.
- 2.5 Clarifications**
Bidders must seek any clarifications with respect to the Tender Document after tender issue date up to the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: Rosy.jaiswal@sunpetro.com, with copy to dheeraj.paroch@sunpetro.com; allan.nunes@sunpetro.com;
- 2.6 Submission of Bids**
- 2.6.1 A two-Envelope single stage system, i.e “Technical & Commercial Un-priced Bid” and “Commercial Priced Bid”, shall be followed.
- 2.6.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the separate sealed envelopes as follows.
- ENVELOPE-I: Technical & Un-Priced Commercial Bid**
ENVELOPE-II: Priced Commercial Bid
- 2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However, a Tick mark (√) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid. The Priced Commercial Bid shall contain only prices duly filled in as per the price schedule format. Bids which Technical & -commercial Un-Priced Bid” is containing prices shall be rejected.
- 2.6.4 Each of the “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” shall be properly identified as “Original Technical & Un -Priced Un-priced commercial Bid” & “Copy Technical & Un-Priced Commercial Bid” and “Original Priced Commercial Bid” & “Copy Priced Commercial Bid”.
- 2.6.5 The “Original Technical & Un-Priced Commercial Bid” along with one more “Copy of Technical & Un-Priced Commercial Bid” with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting “cut out slip as per **Annexure #5**”. The same procedure shall be adopted for submission of the “Original Priced Commercial Priced Bid” and “Copy of Priced Commercial Bid” in separate envelope (ENVELOPE-II) by pasting “cut out slip as per **Annexure #6**”. Each Bidder will submit two soft copies of complete signed and stamped “Technical & Un-Priced Commercial bid” in the **Flash Drive, in PDF format** along with “**Technical & Un-Priced Commercial Bid**” in the sealed cover i.e. ENVELOPE-I. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with “**Original Technical & Un-priced commercial Bid** “
- 2.6.6 The entire Bid i.e ENVELOPE –I and ENVELOPE –II should be then placed in a cloth-lined outer envelope duly sealed by pasting “cut out slip as per **Annexure #7**” and superscripted as prescribed.
- 2.6.7 The Bids shall be submitted to the following address:
Head – Commercial & Supply Chain Management
SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)
8th, 9th & 10th Floor, ATL Corporate Park,
Saki Vihar Road, Powai, Andheri (E), Mumbai– 400072, Maharashtra (BHARAT).
- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and confirms to technical and commercial

requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.

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

2.6.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of NOA.

2.7 **Validity Period**

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

2.8 **Technical Proposal Requirement**

The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.

2.9 **Certificate & Inspection**

At any time prior to supply / execution of the contract or during the course of delivery/completion and thereafter, Company shall have the right to access materials, and Supplier shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract.

It will be the Bidder’s responsibility to correct any deviations from specifications found by inspection prior to mobilization of equipment. This will be at the cost of the Bidder / contractor.

2.10 **Commercial Proposal Requirements**

2.10.1 **Currency**

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

2.10.2 **Price in Words & Figures**

In case of discrepancy between words and figures, the advantage in favour of Company will apply.

2.11 **Deadline for Submission of Bids**

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

2.12 **Splitting of work**

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

2.13 **Payment Terms**

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI / Contract. Invoices shall be raised & un-disputed invoice / items shall be paid based on approved “Call

out” orders for each Service. No payment will be due to the Contractor / Supplier prior to signing of the Contract.

2.14 Taxes, Duties and Approvals

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

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

2.15 Performance Bank guarantee

The Successful bidder shall furnish to Company, a Performance Bank Guarantee shall be of Rs. 5 lacs and to be submitted within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as given in **Annexure #8** from any of the nationalised or scheduled private banks as listed in the tender document in **Annexure #9**. If the bidder does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

2.16 Change Orders & Rates:

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

2.16.2 Company will issue written orders to Bidder for any change or extra work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will also be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication.

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

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

2.17 Mobilization Period / Delivery Period / Completion Period

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

2.18 Bid Bond

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

2.19 Annexures

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

SECTION-3

MODEL CONTRACT

- **Preamble of the Contract**
- **General Conditions of the Contract (GCC)**
- **Special CONDITIONS of Contract (SCC)**

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

RECITALS

WHEREAS, Company desires to enter into a Rate Contract for supply of Piping Materials and associated incidental services on call-out basis for its oil & gas operations

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

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

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

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

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

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

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

- 1] This Preamble of Contract
- 2] Articles of Contract (General 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: Contractor's Representative.....

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

Sun Petrochemicals Private Limited
(COMPANY)

(CONTRACTOR)

Signature _____

Signature _____

Name:

Name:

Title:

Title:

In presence of witness

1)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the Contract power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the Contract power to direct decisions of such Party or Person, as applicable, including the Contract power to direct management and Contract policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.
- 3.1.6 Unit rates payable for supplies and associated services actually executed under Callout Orders.
- 3.1.7 The word "Contractor" is "M/s. _____" and includes its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.8 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.
- 3.1.9 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the Consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.10 "Company Group" shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group.
- 3.1.11 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.12 "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.
- 3.1.13 "Demobilization" shall mean the actual demobilization of contractor's equipment and contractor's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, repair of access roads to the full satisfaction of the Company. SunPetro will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.14 "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.
- 3.1.15 "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.

- 3.1.16 “Facilities” means the Plant and Equipment, Installation and Construction Services and related equipment and other associated works, to be carried out by the Contractor under the Contract for completion of the entire scope of work and the Contract documents, which are to be designed, engineered, procured, developed, constructed, tested, pre-commissioned, commissioned and handed over at the site to and for the Company in accordance with the terms and conditions of this Contract.
- 3.1.17 “Government” shall mean Government of India or Government of State, or any Contract political subdivision or administrative agency thereof and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- 3.1.18 “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.
- 3.1.19 Interpretation
- a. Reference to "Section", " Para " "Clause" "Article" and "Provision" shall have the same meaning.
 - b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
 - c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.20 “Letter of Intent / Letter of Award / Notification of Award /Work Order” or “LOI / LOA / NOA/ WO” shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by Company.
- 3.1.21 “Operator” shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 3.1.22 “Services” shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and SunPetro.
- 3.1.23 “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.24 “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.
- 3.1.25 “Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.26 "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Contractor to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in *Annexure #8* hereof.
- 3.1.27 “Rates” or “Rate” shall mean the applicable rates of compensation to be paid to Contractor for work hereunder as set forth in the Price Schedule.
- 3.1.28 “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.
- 3.1.29 “Willful Misconduct” means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

- 3.1.30 “Work” shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 3.1.31 “Services” shall mean Ancillary services related to supply such as transportation, unloading coordination, inspection facilitation, coating, replacement of defective materials
- 3.1.32 “Work Site” or “Location” shall mean Delivery Location / CPF / Designated SunPetro location
- 3.1.33 “Third Party” shall mean a person / entity which is not included in Company Group or Contractor Group.
- 3.2 **DURATION OF CONTRACT:**
- 3.2.1 Primary term of this contract will be 3 (Three) year from the date of award with a provision to extend for 2(Two) more years on same rate, terms and conditions at discretion of Company.
- This Rate Contract is intended only to fix unit rates and commercial terms. No minimum quantity or value of procurement is guaranteed during the Contract period.
- 3.3 **Supply of the Goods and Associated Services**
- 3.3.1 The Contractor shall supply the Goods and provide associated services, if any, strictly against written **Callout Orders** issued by the Company during the Contract period.
- 3.3.2 The Goods shall be supplied by the Contractor in accordance with the Specifications, Scope of Supply and other requirements of the Contract.
- 3.3.3 The Contractor shall deliver the Goods to the **Delivery Point** specified in the Callout Order within the agreed delivery period. Unloading, if required, shall be governed by the Responsibility Matrix or as specified in the Callout Order.
- 3.3.4 This Contract is a Supply Rate Contract. References to execution, mobilization or services shall be construed only to the extent applicable to incidental services directly linked to supply.
- 3.3.5 The Contractor shall confirm delivery timelines for each Callout Order. The Company may carry out inspection of the Goods prior to shipment. Shipment shall commence only after satisfactory inspection and clearance by the Company or its authorized inspection agency.
- 3.3.6 Delivery Point shall be the Company’s warehouse, CPF / plant location or any other location specified in the Callout Order.
- 3.3.7 Delivery Terms shall be **DDP** as per **Incoterms 2020**, unless otherwise specified in the Callout Order.
- 3.3.8 Time for delivery shall be of the essence of the Contract. Extension of delivery time may be granted in case of:
- a) Force Majeure events
 - b) Written request by the Company
 - c) Delay attributable to the Company
- 3.4 **Additional Service and Material**
- 3.4.1 Any additional items or associated services not covered under the Schedule of Rates shall be executed **only after written approval** of the Company and shall be paid as per mutually agreed rates or as specified in the Special Conditions of Contract.
- 3.4.2 The Company reserves the right to reduce quantities or delete any item from the Contract. Payment shall be made only for quantities actually supplied and accepted.
- 3.5 **TITLE AND RISK**
- 3.5.1 Title to and risk of loss or damage to the Goods shall remain with the Contractor until the Goods are delivered in entirety at the Delivery Point in accordance with the Contract.
- 3.5.2 Contractor shall insure the Goods on a warehouse-to-warehouse basis at full replacement value until delivery.
- 3.5.3 Any loss or damage arising due to improper packing, handling or transportation shall be borne by the Contractor.
- 3.6 **INSPECTION AND TESTING**
- a) The Contractor shall, at its own cost, carry out all inspections and tests required as per the Contract, applicable standards and statutory requirements.
 - b) The Contractor shall provide reasonable advance notice to the Company for inspection and testing.

- c) The Company or its authorized inspection agency shall have the right to witness such inspections.
- d) Inspection by the Company shall not relieve the Contractor of its obligations or warranty under the Contract.
- e) Goods found non-conforming shall be rejected and replaced by the Contractor at no additional cost within the stipulated time.

3.7 **EXPEDITING AND DELAYS**

- a) The Contractor shall be responsible for expediting procurement and delivery of Goods to meet delivery schedules.
- b) 3.7.2
The Contractor shall promptly notify the Company in writing of any actual or anticipated delay, along with reasons and corrective actions.

3.8 **DOCUMENTATION**

3.8.1 The Contractor shall submit all required documents including, but not limited to:

- Mill Test Certificates
- Inspection / Test Reports
- Packing List
- Delivery Challans
- Tax Invoices

3.8.2 All documents related to supply under this Contract shall become the property of the Company.

3.9 **REPRESENTATIVES AND CORRESPONDENCE**

- a) The Company and the Contractor shall each appoint a Contract Administrator for coordination and administration of the Contract.
- b) All correspondence under this Contract shall be routed through the respective Contract Administrators unless otherwise specified.

3.10 **LEGAL & STATUTORY REQUIREMENTS**

- a) The Contractor shall comply with all **Applicable Laws** of India relevant to the supply of Goods and associated services under this Rate Contract.
- b) The Contractor shall obtain, at its own cost, all necessary licenses, permits and authorizations, if any, required for the manufacture, supply, transportation and delivery of Goods under this Contract.
- c) The Contractor shall indemnify the Company against any loss, claim, penalty or liability arising out of non-compliance with Applicable Laws.

3.11 **TERMINATION BY COMPANY**

Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Supply/Services successfully completed and certified by Company Representative

A. Termination upon Expiry

This Contract shall automatically terminate upon expiry of the Contract Term unless extended in writing. The Contractor shall be paid only for Goods supplied and accepted by the Company up to the date of expiry.

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

The Company may terminate the Contract, in whole or in part, by issuing a written notice if the Contractor:

- a) becomes insolvent or bankrupt;
- b) commits a material breach of the Contract and fails to remedy such breach within seven (7) days of receipt of notice.
- c) violates Applicable Laws; or
- d) otherwise fails to perform its contractual obligations.

Consequences of Termination:

Upon such termination, the Contractor shall be entitled only to payment for Goods supplied and accepted up to the date of termination. The Company shall have the right to recover losses and invoke the Performance Bank Guarantee.

C. Termination due to Force Majeure:

If a Force Majeure event continues for more than fifteen (15) consecutive days, the Company may terminate the Contract by giving two (2) days' written notice.

Upon such termination, payment shall be limited to Goods supplied and accepted prior to termination. No party shall be liable for consequential losses.

Consequences of Termination:

The Company may terminate the Contract, in whole or in part, at any time by giving fifteen (15) days' written notice.

The Contractor shall have no claim for loss of profit or anticipated business. Payment shall be limited to Goods supplied and accepted up to the date of termination.

3.12 HEALTH, SAFETY & ENVIRONMENT (HSE)

a) The Contractor shall comply with all applicable health, safety and environmental laws and regulations during transportation, handling and delivery of Goods.

b) No site-specific HSE obligations, manpower deployment or execution-related safety requirements are included under this Rate Contract unless expressly stated in a Callout Order.

3.13 SETTLEMENT OF DISPUTE/ ARBITRATION

3.13.1 Any dispute arising out of or in connection with this Contract shall be resolved amicably between the parties. If not resolved, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

3.13.2 The Arbitral Tribunal shall consist of three (3) arbitrators. The venue of arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in English.

3.13.3 The arbitral award shall be final and binding on the parties. The right to arbitrate shall survive termination or expiry of the Contract.

3.13.4 GOVERNING LAW & JURISDICTION

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

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

3.14 ENTIRE AGREEMENT/ WAIVERS

3.14.1 This Contract constitutes the entire agreement between the Company and the Contractor and supersedes all prior communications.

3.14.2 No waiver by the Company shall be valid unless made in writing. Failure or delay by the Company to enforce any provision shall not constitute a waiver.

3.15 LIQUIDATED DAMAGES

If the Contractor fails to deliver the Goods within the delivery period specified in the Callout Order, liquidated damages shall be levied at the rate of one percent (1%) per week of delay, subject to a maximum of ten percent (10%) of the value of the delayed Goods.

Liquidated damages shall be a genuine pre-estimate of loss and not a penalty. Levy of liquidated damages shall not affect the Company's right to terminate the Contract or invoke the Performance Bank Guarantee.

3.16 NOTICES

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

3.17 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.

3.18 CONFIDENTIALITY

“Each Party shall treat all technical, commercial and financial information received under this Contract as confidential and shall not disclose the same to any third party except as required for performance of the Contract or under Applicable Law. Confidentiality obligations shall survive expiry or termination of the Contract.

3.19 ASSIGNMENT AND SUBCONTRACTING

The Company may assign this Contract to its affiliates upon written notice. The Contractor shall not subcontract any part of the supply or associated services without prior written approval of the Company. Contractor shall remain fully responsible for acts and omissions of approved subcontractors.

3.20 INVOICING AND PAYMENT

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

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

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

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

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

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

Head –Commercial & Supply Chain Management
Sun Petrochemicals Pvt. Ltd. (SunPetro). Bhaskar Field,
CB-10 BLOCK SURVEY NO 126
Central Processing Facility (CPF),
Pandad-Tamsa Road,
Village: Pandad, Tal: Khambhat,
Dist: Anand, Gujarat – 388625

- 3.20.5 All payments to the Contractor under this Contract shall be made in the currency quoted by them or Indian Rupees to the Indian Bidders or Indian Rupees or United States Dollars to the Foreign Bidders. The currency of price schedule shall not be allowed to be changed during the term of the Contract.
- 3.20.6** The Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.
- 3.20.7 **Audit**
The Company shall have the right to audit invoices and supporting documents for a period of four (4) years.
- 3.21 TAXES AND DUTIES**
- 3.21.1 Taxes:**
All prices are inclusive of all taxes and duties except GST. GST shall be paid extra as applicable. TDS shall be deducted as per law. Change in law affecting tax rates after bid submission shall be dealt with as per SCC.
- 3.21.2 Change in Law**
In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Contract and which results in increased / decrease cost of the works under the Contract though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by contractor.
- 3.22 INSURANCE**
The Contractor shall insure the Goods on warehouse-to-warehouse basis at full replacement value until delivery. Contractor shall maintain third-party liability insurance covering risks during transportation and delivery.
- 3.23 FORCE MAJEURE**
- 3.23.1 “Force Majeure” shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor’s personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
- 3.23.1.1 Late delivery of materials caused by congestion at supplier’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

- 3.23.1.2 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 3.23.1.3 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.23.1.4 Non-conformance by Sub-contractors.
- 3.23.1.5 Financial distress of Contractor or any Sub-contractor
- 3.23.2 The affected party shall make every reasonable effort to. Should any act or acts of Force Majeure cause the suspension or artificial suspension of operations there under for all or part of the Work for a continuous period of more than seven (7) days, the parties shall meet and determine the appropriate measures to be taken. In the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15) consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

3.24 LIENS

Contractor shall keep the Goods free from all liens and claims. Any lien arising due to Contractor's acts shall be discharged immediately at Contractor's cost.

3.25 INDEMNITY AND LIABILITIES

Contractor shall indemnify the Company against losses arising from defective Goods, breach of confidentiality, violation of Applicable Law or infringement of intellectual property rights.

3.26 PERFORMANCE BANK GUARANTEE

Within twenty one (21) days of the issue of Letter of Intent/ award, the Supplier shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to Annexure #8) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of Annexure #2 issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award/ CONTRACT.

The Performance Bank Guarantee shall be of **Rs. 5 lacs** and shall be valid and be retained for Ninety (90) Days after the completion / contract period under the Contract / PO 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 Supplier does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions, or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Supplier is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Supplier 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 Supplier 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 / PO including recovery of amounts due to the Company from the Supplier arising out of this CONTRACT under whatever head.

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

- Failure of Supplier to start/commence the work as per LOA/LOI/CONTRACT
- If Supplier fails to perform as per the terms and conditions of the CONTRACT.
- If Supplier fails to perform as per prescribed scope of work.
- If Supplier 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

3.27 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.

3.28 NON-EXCLUSIVE CONTRACT

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

3.29 CHANGES

The Company may issue written changes relating to quantities, delivery schedule or delivery location. Any price or delivery adjustment shall be valid only if confirmed in writing. Reduction in quantities shall not attract penalty.

SPECIAL CONDITIONS OF CONTRACT

3.30 PRICE BASIS & PRICE ESCALATION:

The unit rates quoted under this Rate Contract shall be valid for the first contract year from the effective date of the Rate Contract.

Price adjustment shall be applicable on an annual basis from the commencement of the second contract year onwards. The annual price adjustment shall be limited to the **lower of the following two options:**

a) **Fixed Escalation:**

Maximum increase of **ten percent (10%) per annum**, OR

b) **WPI-Based Escalation:**

Price adjustment based on the change in the Wholesale Price Index (WPI) published by the Office of the Economic Advisor (OEA), Ministry of Commerce & Industry, Government of India, for the relevant commodity group "Metals, Alloys, Pipes & Tubes" (or its successor category).

c) The percentage price adjustment based on WPI shall be calculated using the following formula:
Price Acceleration (%) = $[(WPI_t - WPI_0) / WPI_0] \times 100$

Where:

WPI_0 = Annual average WPI of the base year (preceding the year of price revision)

WPI_t = Annual average WPI of the current year for which price revision is considered

Illustrative Example:

WPI_0 (Annual Average for 2024) = 150

WPI_t (Annual Average for 2025) = 165

Price Acceleration (%) = $[(165 - 150) / 150] \times 100 = 10\%$

d) The lower value obtained from the Fixed Escalation (10%) or the WPI-based escalation shall be applied for revision of the unit rates.

e) The revised rates shall be applicable only for Callout Orders placed after the effective date of such revision. No retrospective price adjustment shall be applicable for Callout Orders already placed or executed.

f) No other escalation on account of raw material prices, foreign exchange variation, freight, duties, taxes, or any other cost component shall be admissible.

g) The Contractor shall submit the published WPI data issued by OEA along with a detailed calculation for review and approval by SunPetro prior to implementation of the revised rates.

3.31 QUALITY ASSURANCE, INSPECTION & PACKING (RATE CONTRACT)

a) The Contractor shall ensure that all Goods supplied under this Rate Contract conform strictly to the applicable specifications, standards and requirements specified in the Callout Order and/or approved technical specifications.

b) The Company or its authorized representative shall have the right to inspect the Goods at the Contractor's works, supplier's works or at delivery location, as deemed necessary by the Company. Such inspection shall not relieve the Contractor of its obligations or warranties under the Contract.

c) Goods found non-conforming during inspection or upon receipt shall be rejected and replaced

- by the Contractor at no additional cost to the Company, within the stipulated delivery period.
- d) Packing, marking, documentation and delivery requirements shall be **as specified in the relevant Callout Order**, applicable standards and statutory regulations. The Contractor shall ensure safe packing suitable for transportation and handling.
 - e) For imported Goods, packing, marking and documentation shall comply with applicable international standards and Indian statutory requirements, as specified in the Callout Order.
 - f) Detailed inspection, testing, packing and shipping instructions, where required, shall be governed by the individual Purchase Order / Callout Order issued under this Rate Contract.

SECTION-4

SCOPE OF WORK

Scope of Work for Rate Contract for Supply of Piping Material and Associated Services (On Callout Basis)

1. INTRODUCTION

This Scope of Work (SOW) defines the requirements for entering into a **Rate Contract (RC)** for the **supply of piping materials and associated services** to support workshop fabrication, CPF operations and plant maintenance activities at **Bhaskar Field and other SunPetro locations**, as and when required.

The intent of this Rate Contract is to **fix unit rates** for materials and associated services over the contract period and to enable procurement through **Call-out / Purchase Orders** based on actual requirements.

2. OBJECTIVE

The objectives of this Rate Contract are as follows:

- a) To standardize and fix unit rates for piping materials and associated services for a defined contract period
- b) To ensure timely and uninterrupted availability of critical piping materials
- c) To reduce repetitive tendering and administrative processing
- d) To maintain consistent quality and compliance with applicable codes and standards
- e) To enable procurement on an as-and-when-required basis without any minimum quantity commitment

3. NATURE OF CONTRACT

3.1 This is a Rate Contract for supply of piping materials and associated services.

3.2 This Rate Contract does not guarantee any minimum quantity or value.

3.3 Materials and services shall be procured through individual Callout / Purchase Orders, which shall specify quantity, delivery schedule and delivery location.

3.4 The Contractor shall have no claim for assured quantity, exclusivity or minimum off-take during the contract period.

4. SCOPE OF SUPPLY (MATERIAL)

The scope of supply under this Rate Contract includes, but is not limited to, the following materials as per approved specifications and Schedule of Rates:

- a) Carbon Steel and Stainless Steel pipes
 - b) Valves (Gate, Globe, Ball, Butterfly, NRV, DBB, etc.)
 - c) Strainers (Y-type, Bucket type)
 - d) Bends, fittings and accessories
 - e) Companion flanges, gaskets, fasteners, studs, nuts and washers
- All materials shall:
- i. Be new and unused
 - ii. Conform to applicable ASTM, ASME, API and other relevant standards
 - iii. Be supplied with valid **Mill Test Certificates (MTC)** and test certificates

5. SCOPE OF ASSOCIATED SERVICES

In addition to supply of materials, this Rate Contract shall also cover **associated services**, wherever specified in the Callout / Purchase Order, including:

- i. Transportation of materials up to SunPetro's designated delivery location
 - ii. Packing, loading and dispatch of materials
 - iii. Coordination for inspection and testing at manufacturer's works
 - iv. Facilitation of **Third Party Inspection (TPI)**, wherever required
 - v. Factory-applied painting or coating, if specified
 - vi. Replacement of defective or rejected materials
- Associated services shall be executed **only when specifically mentioned in the Callout / Purchase Order**.

6. DELIVERY & DOCUMENTATION

6.1 Materials shall be delivered at **CPF Bhaskar Field or any other SunPetro-designated location**, as mentioned in the Callout / Purchase Order.

6.2 Each consignment shall be accompanied by:

- Delivery challan

- Tax invoice
 - Packing list
 - Mill Test Certificates (MTC)
 - Inspection / test certificates, wherever applicable
- 6.3 Unloading responsibilities shall be as per the **Responsibility Matrix defined in the Special Conditions of Contract (SCC)**.
- 7. INSPECTION & QUALITY REQUIREMENTS**
- 7.1 All materials shall strictly comply with approved specifications and standards.
- 7.2 SunPetro reserves the right to inspect materials:
- At the manufacturer's works
 - During testing
 - Upon receipt at site
- 7.3 Third Party Inspection (TPI), wherever specified, shall be carried out through SunPetro-approved agencies and coordinated by the Contractor.
- 7.4 Materials found non-conforming, damaged or defective shall be **rejected and replaced** by the Contractor at no additional cost to SunPetro.
- 8. PAINTING / COATING**
- 8.1 Wherever specified, materials shall be supplied with:
- One coat of zinc chromate primer
 - Two coats of enamel or synthetic paint of approved shade and quality
- 8.2 Painting or coating shall be **factory-applied prior to dispatch**, unless otherwise specified in the Callout / Purchase Order.
- 9. QUANTITIES**
- 9.1 Quantities mentioned in the Schedule of Rates / BOQ are **indicative only** and are provided solely for bid evaluation purposes.
- 9.2 Actual quantities shall be as per Callout issued during the contract period.

SECTION-5

RESPONSIBILITY MATRIX

No	Description	Responsibility	
		SunPetro	Contractor
1	Material requirement as per Specification, Quantity & Delivery time.	√	--
2	Quality Check	√	--
3	Transportation from store to CPF along with Invoice copy	--	√
4	Unloading at CPF	√	--
5	Lifting Equipment Support.	√	--
6	Defective Material taking back	--	√

SECTION-6

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

6.1 TECHNICAL CRITERIA

- a) The Bidder shall be a manufacturer, authorized distributor, or established supplier of piping materials relevant to Oil & Gas / Energy / Process industries.
- b) The Bidder shall have minimum three (3) years' experience in supply of piping materials to reputed Oil & Gas, Energy, Refinery, Petrochemical or Process industry clients.
- c) The Bidder shall submit Past Track Record (PTR) for supply of piping materials executed during the last three (3) years, indicating client name, description of materials supplied, order value and year of supply.
- d) The Bidder shall submit documentary evidence in support of past supply, such as:
 - (i) Copy of Purchase Orders / Contracts, and
 - (ii) Completion Certificate / Delivery Challans / Invoices or Client Performance Certificates.
- e) The Bidder shall have logistics / warehousing capability in Gujarat or a documented arrangement to supply materials to Company's designated delivery locations within the stipulated delivery period.
- f) The Bidder shall confirm capability to supply materials strictly as per applicable specifications, standards and inspection requirements defined in the Tender.
- g) The Bidder shall confirm acceptance of inspection by Company / Company's representative / Third Party Inspection Agency, if applicable.

6.2 COMMERCIAL EVALUATION CRITERIA

- a) Bids shall be submitted strictly in accordance with the instructions provided in the **Notice Inviting Tender (NIT)** and **Instructions to Bidders (ITB)**.
- b) The Bidder shall submit **unconditional acceptance** of:
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Scope of Supply / Schedule of Rates
- c) The following bids shall be **rejected outright**:
 - Bids not submitted in prescribed format or not duly signed by authorized signatory
 - Bids submitted by agents, intermediaries or unauthorized representatives
 - i) Bids not meeting bid validity requirements as per ITB
 - ii) Bids submitted without Bid Bond / Bank Guarantee (if applicable)
 - iii) Bids without valid GST registration
 - iv) Conditional bids or bids with commercial deviations
 - v) Bids where prices are not firm during the contract validity periodPrices quoted shall be **inclusive of all applicable taxes and duties**, except GST, which shall be payable extra as applicable.

6.4 DISCOUNT

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

6.5 GENERAL

Bidders to note following:

- a) In case bidder take exception to any clause or terms condition of tender document not covered under BEC, Company shall have discretion to reject the offer on account of such exception.
- b) In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses
- c) Inspection will be carried out by Company 's officers / representative / Third party at the discretion of Company.

SECTION – 7

PRICE SCHEDULE/ SCHEDULE OF RATE/RATE CONTRACT

PRICE SCHEDULE/SCHEDULE OF RATES(SOR)

1. Nature of Contract

This Tender is issued for award of a non-exclusive Rate Contract for supply of piping materials and associated incidental services on an as-and-when required basis. The Rate Contract is intended only to fix unit rates and commercial terms. No minimum quantity, minimum value or guaranteed offtake is implied or assured by the Company during the Contract period.

2. Schedule of Rates (SOR)

Owing to the large number of line items, the detailed Schedule of Rates (SOR) is provided as a separate Excel file, which shall form an integral, inseparable and binding part of this Tender and the resulting Contract.

Bidders shall quote their unit rates strictly in the Excel file attached as Appendix-1. Only the rates quoted in the said Excel file shall be considered for bid evaluation, award of Rate Contract and placement of Callout Orders.

During submission of the price bid offer, if the bidder changes any specification from the above list, the bidder shall clearly highlight the item(s) where the specification has been changed.

3. Instructions for Quoting

- a) Bidders shall quote unit rates only against each line item in the prescribed Excel format.
- b) No addition, deletion, modification or restructuring of the Excel format is permitted.
- c) The Price Schedule Excel shall be duly filled, digitally signed / signed and stamped by the Bidder and submitted as part of the Bid.
- d) Any deviation from the prescribed format, conditional pricing or incomplete submission shall render the bid liable for rejection.

4. Price Basis

- a) All prices shall be firm for the applicable Contract period, except as expressly provided under the Price Escalation clause of the Special Conditions of Contract (SCC), if applicable.
- b) Prices quoted shall be inclusive of all taxes, duties, levies, fees and charges of whatsoever nature, except GST / IGST, which shall be payable extra as applicable and as per prevailing law.
- c) Unit rates shall be inclusive of transportation up to SunPetro's designated delivery locations in Gujarat. No separate payment shall be made towards freight, insurance, loading, unloading, handling or any other incidental charges.

6. Payment Terms

Payment shall be made within thirty (30) days from the date of receipt of correct, complete and undisputed invoice, duly certified by SunPetro, in accordance with the Contract. No advance payment shall be payable under this Rate Contract.

7. Applicability of Rates

- a) The quoted unit rates shall be applicable to all Callout Orders placed during the validity of the Rate Contract.
- b) Rates shall apply strictly to quantities actually ordered, supplied, inspected and accepted by SunPetro.
- c) No retrospective price revision shall be applicable for Callout Orders already placed or executed.

8. Indicative Quantities

Quantities indicated in the Schedule of Rates are indicative only and are provided solely for the purpose of bid evaluation.

Actual quantities may vary, and the Company shall not be liable for any variation, reduction or non-placement of quantities.

9. Currency

Prices shall be quoted in Indian Rupees (INR). The currency of the Price Schedule shall remain unchanged throughout the Contract period.

Other Important Notes:

- 1) Quoted rates are inclusive of transportation up to SunPetro's designated site location in Gujarat. No additional charges towards freight, insurance, loading or unloading shall be payable.
- 2) No advance payment shall be made.
- 3) Payment shall be made within thirty (30) days of receipt of correct and undisputed invoice.

SECTION – 8

ANNEXURES

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company: _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head – Commercial & Supply Chain Management
SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)
8th, 9th & 10th Floor, ATL Corporate Park,
Saki Vihar Road, Powai,
Andheri (E), Mumbai– 400072, Maharashtra (BHARAT).
Kind Attention – Mr. Dheeraj Paroch

ANNEXURE – 2

BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400072, Maharashtra, BHARAT (hereinafter referred to as “Company”).

WHEREAS:

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated(“hereinafter referred to as Proposal”) against TENDER NO.: Tender No.: _____, for Rate Contract for Supply of Piping Material, Gujarat dated _____ for (hereinafter referred to as the “Tender”).

NOW, THEREFORE,

- (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :)
_____ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders) and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in favor of Company, if Tenderer fails to perform its obligations as set forth below:
- (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
- (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
- (a) Fails or refuses to execute the agreed Contract, if required; or
- (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
- (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
- (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.
- The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.
- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of Company or the Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.

- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

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

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the Contract.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 15 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

COMMERCIAL

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

YES / NO

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

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE -5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro) 8 th , 09 th & 10 th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA] Tel: (022)-69325300, Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -6

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro) 8 th , 09 th & 10 th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA] Tel: (022)-69325300, Kind Attn: Mr Dheeraj Paroch
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ANNEXURE -7

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro) 8 th , 09 th & 10 th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA] Tel: (022)-69325300, Kind Attn: Mr Dheeraj Paroch
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TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE –8

Format of Performance Bank Guarantee

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

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

Bank Guarantee No.
Date:
Expiry Date:

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

WHEREAS:

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

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

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

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

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

1. We, the Bank further agrees that:

i) the COMPANY shall be entitled at his option to enforce this guarantee against the GUARANTOR as a

principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the CONTRACTOR's liabilities.

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

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

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

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

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

3. Notwithstanding anything contained herein:

- I) our liability under this bank guarantee shall not exceed Rs. _____/- (Rupees _____ only);
- II) this bank guarantee shall be valid upto _____ and
- III) we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

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

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

PLACE:

DATE :

Address:

IN PRESENCE OF :

1.

2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

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

ANNEXURE - 10

CUSTOMS NOTIFICATION

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

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

- a. Overall inputs required for meeting all operational needs

EXCEPTIONS TO COMPLETION

Ref : PROVISIONAL ACCEPTANCE CERTIFICATE

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

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES

.....

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT