



SUN PETROCHEMICALS PRIVATE LIMITED

8th, 09th & 10th Floor, ATL Corporate Park
Opp. L&T Gate no. 7, Saki Vihar Road
Chandivali, Powai, Mumbai, BHARAT(INDIA) PIN – 400072
Tel: (022)-69325300, Ext: 5300

TENDER DOCUMENT

for

**High-End Workstations for G&G
Interpretation**

for

Bhaskar-I field

Tender No.: SunPetro/Bhaskar/Workstation/2026-27/SPPL-272

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SECTION- I

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: U24219MH1995PTC464242

Tel: +91 22 69325300

Website: www.sunpetro.com;

Ref No.: SunPetro/Bhaskar/Workstation/2026-27/SPPL-272

Date: 29/05/2026

Invitation To Bid (ITB)

Tender No. SunPetro/Bhaskar/Workstation/2026-27/SPPL-272

Subject: High-End Workstations for G&G Interpretation

Dear Sir / Madam,

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

ENVELOPE-A: Technical & Un-Priced Commercial Bid

ENVELOPE-B: Priced Commercial Bid

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

3.0 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/Bhaskar/Workstation/2026-27/SPPL-272
2]	Title of Tender	High-End Workstations for G&G Interpretation
3]	Brief Description of Work	Refer Section-III for detailed scope & Specification
4]	Location of Work	Bhaskar - I Field in Gujarat
5]	Type of work	Supply & Installation of High-End Workstations.
6]	Type of Tender	Open Tender
7]	System Of Bidding	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
8]	Bid Validity	120 days
9]	Bid Security / Bid Bond	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 Nationalized/Scheduled bank as listed at Annexure-9 for an amount as specified below: Amount: Indian Rupees: 2,00,000
10]	Last Date & Time for Seeking Clarification by Bidders	Within 7 days of date of Tender

11]	Date Of Pre-Bid Conference & Venue	Date, Time & Venue shall be informed to the bidder in case of requirement.
12]	Tender Closing / Submission Date & Time	19/06/2026 at 1500 Hrs IST
13]	Delivery Period	Within 1 month from the award of contract / PO. However, Bidder to quote best delivery / completion period.
14]	General Conditions of Contracts (GCC) and Special Conditions of contracts (SCC)	(A)GCC as per Appendix-1 of SECTION-VIII (B)SCC as per Appendix-2 of SECTION-VIII
15]	Performance Bank Guarantee (PBG)	(A) Amount of PBG Indian bidder: INR (₹) @ 10% of order value (B) Validity of PBG: Defect Liability Period + 90 days
16]	Address of Tendering office / Bid Submission office / Correspondence	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8 th , 9 th & 10 th floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [BHARAT] Tel: (022)-69325300. e-mail – akhilesh.kumar@sunpetro.com ; CC: dheeraj.paroch@sunpetro.com ; siddarth.subramanian@sunpetro.com
17]	Mode of Tender submission	As specified at SECTION-II
18]	Delivery & Installation Schedule	As per SOW & Intimation from SunPetro
19]	Contract period / Rate Validity	1 year with option to extend 1 year at same rates, terms and conditions
20]	Terms & Conditions of Contract	As per Section-VIII of this tender Document
21]	Payment Terms	As mentioned in the Format of Price schedule at SECTION-VII
22]	Concessional Custom Duty / GST	Against Essentially Certificate (EC) from DGH, if applicable (Bidder is responsible to refer relevant latest statutes, Rules /guidelines/circular regarding eligibility & applicability)
23]	Special Mention	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.
24]	Alternate option 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: akhilesh.kumar@sunpetro.com ; with cc to: Dheeraj.Paroch@sunpetro.com ; siddarth.subramanian@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: akhilesh.kumar@sunpetro.com ; with cc to: Dheeraj.Paroch@sunpetro.com ; siddarth.subramanian@sunpetro.com ;

		<p>3) Email-3: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before RFQ closing date and time: akhilesh.kumar@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com; siddarth.subramanian@sunpetro.com</p> <p>Notes:</p> <ol style="list-style-type: none"> <i>Bidder is required to submit the hard copy of bid. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.</i> <i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i> <i>Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.</i>
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4.0 Acknowledgement of Tender Document

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

5.0 Pricing Strategy

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

6.0 Evaluation Strategy

6.1 Bidders should submit documentary proof regarding their eligibility with the Techno -Commercial Unpriced bid (ENVELOPE -A).

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

6.2 However, Company reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, to negotiate terms and conditions with any individual bidder as deemed fit by Company in their best interest. Company shall be under no obligation to provide reasons for accepting or rejecting any Bid.

7.0 Award Strategy

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

8.0 Check List

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

9.0 Submission of Bids

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

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

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

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

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

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

Regards,

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

SECTION –II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATION CRITERIA

Refer BEC for details.

2.0 ISSUE OF BID DOCUMENT

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

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

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 ORIGIN OF GOODS AND SERVICES

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

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

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

5.0 COST OF BIDDING

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

6.0 CONTENT OF THE TENDER DOCUMENTS

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

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

7.0 AMENDMENT TO BIDDING DOCUMENTS

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

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

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

7.4 Bids from agent/ agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.

7.5 Bids submitted by fax will summarily be rejected. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.

7.6 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.

- 7.7 Sun-Petro may further place repeat order for any or all the material/services/equipment at the same rates, terms and conditions for the other fields and offices which Sun Petro may acquire or associates in future.
- 7.8 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

8.0 LANGUAGE AND SIGNING OF BID

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

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

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

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

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

9.2 Pre-bid conference (PBC)

- 9.2.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held, if required, so as to provide an opportunity to the participating bidders to interact with SUNPETRO with regard to various tender provisions/tender specifications, before the bids are submitted.
- 9.2.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening.
- 9.2.3 The bidders meeting following requirement shall only be considered for attending the pre-bid

conference:

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

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

9.4 Post bid conference

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

For holding post Bid conference following process shall be followed:

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

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

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

- a) Proof of submission of Tender fee (if applicable)
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the SunPetro 's satisfaction:
 - (i) that, in the case of a Bidder offering to supply works under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the works in India.
 - (ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract.

- (iii) that, in the case of a Bidder not doing business within India, the Bidder is or will be, if awarded the Contract, represented by an Agent in India equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of the Contract and/or Technical Specifications; and
- c) Documentary evidence that the works and ancillary services to be supplied by the Bidder are eligible works and services and conform to the requirements of bidding documents.
- (i) The documentary evidence of the eligibility of the works and services shall consist of a statement in the price schedule on the country of origin of the works and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.
- (ii) The documentary evidence of conformity of the works and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - 1) OEM Authorization Certificate and OEM Warranty Support Confirmation for the offered systems.
 - 2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the works for a period of one year.
 - 3) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the works and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.
- d) Bid security /EMD / Bid Bond
- e) Back-up Authority Letter along with warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.
- f) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments.
- g) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.
- h) Bidding Document Acknowledgement Form
- i) Bid Submission Form
- j) Bid submission Agreement Form.
- k) Check List.
- l) Exceptions/Deviations Form
- m) Bidder's past supplies Form
- n) Form on Information on Bidder
- (o) Bidders should be registered under GST law and submit copy of valid registration certificate.

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

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

in case they have to visit India for providing services in India.)

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

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

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

11.2 Bid Prices

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

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

i) The Port of Embarkation and Currency in which the Letter of Credit is to be opened / payment to be made.

ii) Gross weight and volume of each item.

11.2.3 FOB/C&F/CIF prices should be inclusive of Indian Agent's commission, if any, which should be indicated in the specified field. The Indian Agent's commission will be paid in non-convertible Indian currency.

11.2.4 Indian Bidders must quote firm FOR destination price by rail or road.

11.2.5 The terms ex- works, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

11.2.6 SUNPETRO reserves the right to place the order either on FOB or C&F/CIF basis or as per any other INCOTERMS.

11.2.7 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

11.2.8 Offer for whole as well as reduced quantity

Bidders shall quote for the complete Scope of Work as specified in the Tender Document. Partial bids shall be liable for rejection unless otherwise specifically permitted by Company.

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

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

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

11.3.1 For supply of works only:

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

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

- (i) All taxes and duties leviable on the Contractor's inputs and input services shall be to the Contractor's / suppliers account.
- (ii) GST applicable on the final supply of Goods and/or services shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail ITC. Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein.
- (iii) Indian bidders while quoting need to take into account all the GST input credit available to them and quote accordingly.
- (iv) In respect of foreign bidders, depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.
- (v) For providing services in India, foreign bidder (not having GST registration in India) must obtain GST registration as "non-resident taxable person". Subject to provisions contained in the succeeding paragraphs, any variation in the rate of GST on supply of service portion after the closing date of tender shall be to SUNPETRO's account.
- (vi) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of works and/or services will be to the account of SUNPETRO. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of works and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- (vii) The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of works and/or services, as applicable at bidding stage.
- (viii) Wherever the scope of supply involves rendering of services like installation / commissioning,

training, AMC etc. along with supply of works/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of works and/or services and accordingly quote GST on the cost of works and/or services as applicable.

- (ix) In case, the above information subsequently proves wrong, incorrect or misleading: -
- a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. SUNPETRO shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.
 - b) SUNPETRO will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.
 - (x) Any increase in the rate of taxes & duties on supply of works and / or services to SUNPETRO or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in the rate of taxes and duties on supply of works and/or services to SUNPETRO during extended period of the contract/ supply order will be to the account of SUNPETRO.

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

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

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

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

11.4 INCOME TAX LIABILITY

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

11.5 DISCOUNT

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

12.0 BID CURRENCIES

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

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

Currency once quoted will not be allowed to be changed.

13. TERMS OF PAYMENT

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

14. MODE OF PAYMENT

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

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

15. CAPITAL ITEMS AND SPARES

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

16. SAMPLES

- 16.1 Samples are not required unless specifically called for. When called for, each sample should have a card affixed with it and sealed indicating: -
- (a) Bidder's Name and Address.
 - (b) Tender No.
 - (c) Date of opening of tender.
 - (d) Item No. against which tendered.
 - (e) Any other description.
- 16.2 The Bid Evaluation Criteria specifies the criteria for evaluation of samples, wherever called for.
- 16.3 The samples should be sent to the purchasing authority along with the offer. The cost and freight of sending the samples shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody. Samples received late will be ignored. If the samples are sent by Rail Parcel, the Railway Receipt (R/R) should be Contract posted separately to the addressee to whom the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the addressee to get the parcel released before the date of opening of the tender. The R/R should not be sent along with the offer. Sample submitted with the tenders which have not been accepted, will, if have not been destroyed during testing, be delivered at the Bidder's cost provided the application for return is made to the officer to whom the samples are sent within one month of the date fixed for the opening of tender or after modification/cancellation of demand. SUNPETRO will not be liable for loss, damage or breakage in respect of the samples. If no application is received within the due date, samples will be disposed

off by public auction and the sale proceeds credited to SUNPETRO.

- 16.4. In the case of chemicals and items such as Oil Well Cement of the specifications of international standards like API, the Bidder should submit along with their offer a report, obtained from an independent testing laboratory of repute, with regard to various parameters in accordance with the API standard or in accordance with other parameters specified in the tender enquiry. Such test report would be sent for a sample out of the recent lot of such materials produced by the Mill whose product is being offered. The bidder would also confirm that in the event of placement of order, the materials to be supplied would be identical to the materials for which test report is furnished and in the event there is any variation observed by a third party/Purchaser, at the time of testing at manufacturer's works prior to shipment or after receipt of materials at site then the complete lot would stand rejected.

17.0 SPECIFICATIONS

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

18. NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

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

19. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate: -

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

20. DELIVERY TERMS:

- 20.1 The delivery, installation, configuration, testing and commissioning of the supplied systems shall be completed within the timeline specified in the Tender Document and LOA / PO. Any deviation shall be clearly indicated in the Bid.

21. VAGUE AND INDEFINITE EXPRESSIONS

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

22. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS

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

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

23. PERIOD OF VALIDITY OF BIDS

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

and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.

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

24. BID SECURITY

- 24.1 The Bid Security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

- 24.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.

- 24.3 The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.

- 24.4 Bid Security from foreign bidders shall also be acceptable in Indian Rupees. In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per APPLICABLE Indian law is to be fulfilled by the concerned foreign bidder.
In such cases, the refund (as applicable) to foreign bidders will be in Indian Rupees only and for that Foreign bidder should have Bank account in India.

- 24.5 The Bid Security shall be acceptable in any of the following forms:

- i) Electronic Bank Guarantee (e-BG) in the prescribed format, valid for 90 days beyond the date of required validity of offer. The e-bank guarantee by Indian bidder will have to be given e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.

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

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

OR

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

OR

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

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

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

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

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

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

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

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

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

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

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

24.10 Bidders may also request for release of EMD/bid bond/bid security before tender finalisation against submission of an undertaking as per format given at 24.10.1. However, bidder's request may be considered only under following situations:

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

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

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

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

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

27. SUBMISSION AND OPENING OF BIDS

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

- a) The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However, a suitable response shall be selected of the given options against each item of the format of the Price Bid/BOQ.
- b) The Price bid shall contain only the prices duly filled in the price format

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

Envelope-A: Unpriced Techno-commercial Bid and
Envelope -B: Priced Commercial bid

28. LATE BIDS

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

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

29. Deadline for Submission of Bids

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

30. Splitting of work

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

31. Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI/Contract. Invoices shall be raised based on delivery / installation milestones and payments shall be released against undisputed certified invoices in accordance with the Contract.

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

32. Taxes, Duties and Approvals

The quoted prices shall be inclusive of all applicable taxes, duties, levies, packing, forwarding, freight, insurance, loading/unloading and all other charges except GST, which shall be payable extra at actuals against valid tax invoice, if applicable.

Bidder shall clearly indicate applicable HSN/SAC Code and GST rate in the Bid.

33. MODIFICATION AND WITHDRAWAL OF BIDS

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

34. OPENING OF BIDS

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

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

34.3 The opening of Price bids and reverse Auction:

SUNPETRO reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed & technically qualified bidders. Reverse Auction shall be conducted on the specific date and time to be conveyed by SUNPETRO to short listed bidders

35.0 EVALUATION AND COMPARISON OF BIDS

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

35.2 CLARIFICATIONS OF BIDS

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

36. UNSOLICITED TENDER MODIFICATIONS:

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

37. EXAMINATION OF BID

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

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

38.0 SPECIFICATIONS

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

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

39. CONVERSION TO SINGLE CURRENCY

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

40. Performance Bank guarantee

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

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

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

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

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

42. Mobilization Period/ Delivery Period/Completion Period

Time is the essence of the Contract and Contractor shall complete the supply, delivery, installation, configuration, testing and commissioning of the supplied systems within the timelines specified in the Tender Document and LOA / PO.

In the event of delay attributable to Contractor, the provisions relating to Liquidated Damages under the Contract shall become applicable. Company reserves the right to terminate the Contract and

take appropriate action for protection of its interest in case of prolonged or unjustified delay.

43. Bid Bond

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

44. Annexures

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

45. CONTACTING THE PURCHASER

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

46. AWARD CRITERIA.

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

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

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

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

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

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

49. VARIATION IN QUANTITY

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

50. NOTIFICATION OF AWARD

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

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

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

51. SIGNING OF PROCUREMENT ORDER (CONTRACT)/CONTRACT

51.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the

Purchaser will send the Bidder the contract/ LOA / Procurement order in duplicate. The CONTRACT / contract against this tender will be governed in accordance with the General Terms & Conditions (G.T.C.).

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

52. PERFORMANCE SECURITY

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

52.2 Failure of the successful Bidder to comply with the requirement of clause 48 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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

53. SUBMISSION OF FORGED DOCUMENTS

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

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

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

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

55. OEM AUTHORIZATION & WARRANTY SUPPORT

Bidder shall submit valid OEM Authorization Certificate specifically authorizing the bidder to quote, supply, install and provide warranty support for the offered systems in India. The successful bidder shall ensure OEM warranty registration in the name of SunPetro and provide warranty certificates, serial numbers and support details prior to final acceptance. Quoted products shall not be End-of-Sale or End-of-Support products as on bid submission date and OEM support availability for minimum five (5) years shall be ensured.

SECTION- III

SCOPE OF WORK

(SOW)

SCOPE OF WORK (SOW)

High End Workstations Supply & Installation	
Sr. No.	Option/Part Name
1	High-end Specialised Workstation Intel Xeon 6548Y+ vPro Enterprise 4.10G 60 MB 32 cores 250W CPU 512GB (8x64GB) DDR5 5600 DIMM ECC REG Memory NVIDIA RTX 6000 Ada 48 GB 4DP Graphics 2TB PCIe-4x4 2280 TLC M.2 SSD USB 320K Keyboard Wired 320M Mouse Type-A SuperSpeed USB 5Gbps Front IO v2 Entry Module 25GbE SFP28 LC Fiber Optic Transceiver Dual Port 10/25GbE SFP28 NIC 5/5/5 (material/labour/onsite) Warranty Workstation with 1700W SMPS ,Dual Port 10G NIC Windows 11 Pro 64 for Workstations 6 Cores Plus
2	Intel 10/25g Ethernet adapter dual port
3	Support Pack (Onsite Warranty support upgrade from 1 yr to 5 yrs onsite for Workstation)
4	FHD Monitor 27” Monitor (DisplayPort and HDMI) (Onsite Warranty support upgrade from 1 yr to 5 yrs onsite for Workstation)

Special Terms & Conditions – High end Specialized Workstations Procurement

- ◇ Technical Contact
 - Name: Mr. Mahesh Bhosale
 - Email: Mahesh.Bhosale@sunpetro.com
 - Mobile: +91 9167797211
- ◇ Technical & Support Specifications must specify by Bidder
 - Form Factor
 - Processor Class
 - RAM Configuration
 - Storage Type
 - GPU Integration
 - I/O Ports
 - Power Rating
 - Thermal Management
 - Rack Mounting or Tower
 - Ergonomic Setup
 - Asset Tagging
 - Imaging & Cloning
 - BIOS Locking
 - TPM (Trusted Platform Module) Hardware based security
 - Endpoint Protection
 - Lead Time
 - OS-level support, data backup & restore capabilities
 - Warranty clause for faulty units
 - Process for returns/replacements
 - A Support Escalation Matrix must be provided, including defined SLAs for issue response and resolution.
 - Vendors must commit to quarterly review & training sessions for updates and feature enhancements.
 - Operating System-level support Linux (RedHat, Ubuntu, CentOS & Windows)
- ◇ **Compliance & Legal**
 - System must adhere to industry compliance standards and regulatory requirements, including audit readiness.
 - Systems must demonstrate performance and compatibility benchmarks.
 - Vendors must agree to a confidentiality clause, ensuring protection of proprietary workflows and shared data.
 - Full compliance with regulatory and audit protocols is mandatory.

SECTION-IV

RESPONSIBILITY MATRIX

Responsibility Matrix

Sr. No.	Scope of work System (Activities)	Responsibility Matrix
1	# Planning and Designing	
a	Pre-engagement planning and project kick-off meeting	Bidder
b	Requirement Gathering Workshop	Bidder
c	Solution Requirement Document	Bidder
d	Infrastructure Design Architecture document	Bidder
f	Design Document Sign off	SunPetro/Bidder
2	# Hardware Installation	
a	Unboxing	Bidder
b	Physical Installation of Workstation	Bidder
c	Power On Self-Test	Bidder
d	Multiple OS & Drivers Installation	Bidder
e	Drive Partitioning	Bidder
F	Related application installation	Bidder
g	iDRAC configuration	Bidder
3	# Network Connectivity	
a	Hardware Mgmt. & Data traffic network Cable Connectivity	Bidder
b	Network Card Installation & configuration	Bidder
c	Configuration of Workstations into two networks segments	SunPetro/Bidder
d	Data Backup	Bidder
4	# Software Activity	
a	Related Application installation	Bidder
b	Testing, training & handover	SunPetro/Bidder
5	# Migration Activity	SunPetro/Bidder
6	# Handover Process	
a	Knowledge transfer to IT Team	Bidder
b	Prepare the Implementation Document	Bidder
c	Handover and Closure of the Project	Bidder

SECTION-V

**Quality Control &
Quality Assurance**

and

**Packing, Marking, Documentation
and Delivery Instructions**

QUALITY CONTROL & QUALITY ASSURANCE

1. General

- 1.1** The Goods supplied by Supplier shall strictly conform to the Technical Specifications, Scope of Supply (SOS), Purchase Order and Contract requirements.
- 1.2** Supplier shall be fully responsible for quality control, workmanship and compliance of the supplied Goods.
- 1.3** COMPANY or its authorized representative shall have the right to inspect the Goods at reasonable times prior to delivery and/or after delivery at site.
- 1.4** Such inspection shall not relieve Supplier from any obligations, warranties or responsibilities under the Contract.
- 1.5** If any Goods are found defective, damaged, non-compliant or not meeting Contract specifications, Supplier shall repair or replace the same at its own cost without any impact on delivery/completion schedule.
- 1.6** All supplied Goods shall be brand new, genuine, unused and sourced through authorized OEM channels only.
- 1.7** Supplier shall provide OEM warranty certificates, serial numbers, technical datasheets and related supporting documents along with the supplied Goods.
- 1.8** COMPANY reserves the right to verify OEM authenticity, configuration, compatibility and operational performance of supplied systems before acceptance.
- 1.9** Any Dead-on-Arrival (DOA), defective or non-performing system/component identified during inspection, installation or warranty period shall be replaced by Supplier at no additional cost to COMPANY.

PACKING, MARKING, DOCUMENTATION AND DELIVERY INSTRUCTIONS

1. PACKING & PROTECTION

- 1.1** Supplier shall be responsible for proper packing, protection and safe transportation of the Goods till delivery at designated site/location of COMPANY.
- 1.2** Packing shall be adequate to protect the Goods against damage, moisture, dust, mishandling and transit risks during transportation and storage.
- 1.3** Fragile items shall be properly protected and clearly marked as “FRAGILE – HANDLE WITH CARE”.
- 1.4** Supplier shall be responsible for any transit loss or damage to the Goods till successful delivery and acceptance by COMPANY.

2. MARKING INSTRUCTIONS

- 2.1** Each package shall clearly indicate:
 - Supplier Name
 - Contract / PO Number
 - Item Description
 - Box Number
 - Gross Weight / Net Weight
 - Country of Origin
 - Delivery Destination
- 2.2** Packages shall be serially numbered such as 1 of 5, 2 of 5, etc.
- 2.3** All packages shall contain packing list indicating details of contents.

3. DOCUMENTATION

- 3.1** Supplier shall submit following documents along with delivery of Goods:
 - Invoice
 - Packing List
 - Delivery Challan
 - OEM Warranty Certificate
 - OEM Authorization Certificate
 - Product Datasheets
 - Installation Manuals
 - Serial Number Details
 - Any other relevant supporting documents
- 3.2** Supplier shall ensure that all documents submitted under the Contract are complete, accurate and consistent with the Contract requirements.

4. DELIVERY INSTRUCTIONS

- 4.1 Supplier shall coordinate delivery, installation and commissioning activities with COMPANY representative.
- 4.2 Delivery shall be made only at the designated delivery location/site specified by COMPANY.
- 4.3 Supplier shall provide prior intimation to COMPANY before dispatch and delivery of Goods.
- 4.4 All unloading, handling, transportation, installation and commissioning activities shall be in Supplier's scope.
- 4.5 The Goods shall be deemed accepted only after successful delivery, installation, testing and acceptance by COMPANY.

SECTION-VI

BID EVALUATION CRITERIA

1. TECHNICAL EVALUATION CRITERIA

- 1.1 Bid should be complete in all respects covering the entire scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literature wherever required. Incomplete and non-conforming bid to the specifications will be rejected.
- 1.2 Bidder should confirm acceptance of complete scope of supply / work.
- 1.3 The bidder may be an Original Equipment Manufacturer (OEM) having experience in manufacturing, supply, Installation & Maintenance of the tendered equipment / items.
- 1.4 The bidder is an authorized workstation specialised partner of OEM, (OEM authorisation letter to be furnished).
- 1.5 Bidder should submit the appropriate document to prove that they are OEM / authorised dealer of Workstations.
- 1.6 Bidder should have supplied & installed at least 20 workstations during last 5 years.
- 1.7 Bidder should provide copy of the work order /PO /contract /completion certificate in support of their past supply & services.
- 1.8 Bidder should have on role Workstation specialised support team of Engg.
- 1.9 Bidder to confirm having a setup / workshop in India preferably Maharashtra & Gujarat, to support Commissioning, Installation, trouble shooting and execute warranty. Details of the setup along with address, necessary infrastructure and expert manpower is to be submitted along with the technical bid.

2. FINANCIAL CRITERIA

- 2.1 The bidder should have average yearly turnover of more than INR 5 Crores or USD 0.5 Million for last three financial years (2023-24, 2024-25, 2025-26). Bidder to submit the audited financial statements towards documentary evidence of turnover details.
- 2.2 The net worth of the bidder should be positive in any one out of last 2 years.

SECTION-VII

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

BILL OF QUANTITY (BOQ) / PRICE SCHEDULE

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

HighEnd Workstations				
Sr. No.	Option/Part Name	Qty.	Unit Rate (INR)	Total Amount (INR)
1	High-end Specialised Workstation Intel Xeon 6548Y+ vPro Enterprise 4.10G 60 MB 32 cores 250W CPU 512GB (8x64GB) DDR5 5600 DIMM ECC REG Memory NVIDIA RTX 6000 Ada 48 GB 4DP Graphics 2TB PCIe-4x4 2280 TLC M.2 SSD USB 320K Keyboard Wired 320M Mouse Type-A SuperSpeed USB 5Gbps Front IO v2 Entry Module 25GbE SFP28 LC Fiber Optic Transceiver Dual Port 10/25GbE SFP28 NIC 5/5/5 (material/labour/onsite) Warranty Workstation with 1700W SMPS ,Dual Port 10G NIC Windows 11 Pro 64 for Workstations 6 Cores Plus	7		
2	Intel 10/25g Ethernet adapter dual port	7		
3	Support Pack (Onsite Warranty support upgrade from 1 yr to 5 yrs onsite for Workstation)	7		
4	FHD Monitor 27" Monitor (DisplayPort and HDMI) (Onsite Warranty support upgrade from 1 yr to 5 yrs onsite for Workstation)	14		
	Total Amount (INR)			

Note:

1. Price shall be inclusive of all taxes and duties except GST/IGST which will be paid extra as applicable.
2. The above rates are inclusive of all charges including transportation cost till our specified delivery location. No additional charges towards freight / transportation / insurance / loading / unloading etc. shall be payable.
3. The above prices shall also be inclusive of all considering delivery, installation, configuration, commissioning & testing at designated site of SunPetro.
4. All packages must bear labels mentioning name of product, name of manufacturer, date of manufacturing, batch no, Tare weight, gross weight and net weight of material.
5. Delivery & Completion Period: Within One (1) month from the date of PO/LOA/Contract or within the delivery/completion period quoted by Bidder and accepted by SunPetro.
6. The quantities indicated above are tentative. Orders shall be issued based on the Company's actual requirements during the contract period.
7. **Warranty Period:**
Five (5) years comprehensive onsite OEM warranty support from the date of successful installation, commissioning and acceptance of the system by SunPetro. The warranty shall include repair/replacement of defective components, technical support, firmware/software support, onsite service support and troubleshooting without any additional cost to SunPetro. Bidder shall provide warranty escalation matrix and support contact details.
8. Payment will be made through the invoice only after certification by Company representative.
9. 10% of total contract value to be submitted as performance guarantee valid as per PBG Clause of the tender.
10. Schedule of Payment (Payment will be made within 30 days upon submission of undisputed certified invoice, against material delivery & verification, any shortfall in material supply, will be the responsibility of Bidder.)

Payment	Milestone	Percentage (%) of contract value
Installment-1	After delivery of material at site.	75
Installment-2	After successful installation and commissioning of system.	25

All payments shall be subject to successful delivery, installation, verification and acceptance by SunPetro.

11. Documents to be submitted at the time of delivery

Original – Challan/Packing List, Invoice, Consignment Note/ Bill of Lading / Air Waybill, Delivery Challan, Inspection Certificate, OEM Warranty Certificate if any, Guarantee/Warranty Certificate, Installation Manuals, and any other supporting documents.

12. All cost towards providing logistics, boarding, lodging, statutory dues, insurance, travel, training, food, etc to the personnel deployed by the Contractor shall be at the cost of the Contractor.

SECTION-VIII

MODEL CONTRACT

- **Preamble of the Contract**

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

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

PREAMBLE OF THE CONTRACT

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

BY AND BETWEEN

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

AND

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

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified for

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

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

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

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

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

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

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

- 1] This Preamble of Contract
- 2] Articles of Contract GCC (General Terms and Conditions)
- 3] Special Terms & Condition of Contract (SCC)
- 4] Scope of Work (Specifications and Scope of Works)
- 5] Responsibility Matrix
- 6] QA & QC and TPI/Inspection
- 7] Price Schedule & Bill of Quantity
- 8] Other Appendices & Annexures

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

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

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

Sun Petrochemicals Pvt. Limited
(COMPANY)

(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

APPENDIX(i)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 “Affiliate” of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term “control” means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the Contract power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the Contract power to direct decisions of such Party or Person, as applicable, including the Contract power to direct management and Contract policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.
- 3.1.2 “Agreement” or “Contract” or “Contract Document” shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 “Applicable law” shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 “Approved and Approval” shall mean approved or approval in writing by the Company.
- 3.1.5 “Contract Administrator” shall mean the contract administrator so appointed by SunPetro.
- 3.1.6 “Contract Price” shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section-VII* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro’s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- “Contract value” shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the Works & services to be provided under the Contract including including supply, installation, configuration, warranty support, software installation, testing, training and all incidental services covered under the Scope of Work..
- 3.1.7 NA
- 3.1.8 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.
- 3.1.9 “Contractor Administrator” shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.
- 3.1.10 “Contractor’s Equipment” shall mean all hardware, peripherals, accessories, tools, software utilities, testing devices, cables, consumables and related items supplied or used by the Contractor for execution of the Scope of Work specified in *Section-III*..
- 3.1.11 “Contractor’s Personnel” shall mean each individual and / or the collective group of Contractor’s employees, Contractor’s subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.12 “Commencement Date” shall mean the date of issuance of LOA/WO or such other date as notified by SunPetro for commencement of supply and installation activities.
- 3.1.13 “Completion Date” shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.

- 3.1.14 “Commissioning” means successful installation, configuration, integration, testing and operational readiness of the supplied workstation systems and associated peripherals as per the Scope of Work and Technical Specifications
- 3.1.15 "Company" shall mean Sun Petrochemicals Private Limited (SunPetro/SPPL).
- 3.1.16 “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.
- 3.1.17 “Contract”, "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.18 NA
- 3.1.19 "Days” shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. “Day” means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.20 “Defect Liability Period” means the period of validity of the warranties and guarantees given by the Contractor commencing at Operational Acceptance of the facilities or a part thereof by the Company, during which the Contractor would be responsible for defects with respect to the facilities (or the relevant part thereof) as per the term of the Contract.
- “The Defect Liability Period shall include OEM-backed onsite warranty support, replacement of defective components, firmware support, driver support and technical assistance as specified in the Contract.”
- 3.1.21 NA
- 3.1.21.1 NA
- 3.1.22 “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.
- 3.1.23 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.
- 3.1.24 Interpretation
- a. Reference to "Section", “ Para “ "Clause" "Article" and "Provision" shall have the same meaning.
 - b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
 - d. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - e. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - f. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.25 “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.
- 3.1.26 “Operational Acceptance” means the shall mean written acceptance by SunPetro confirming successful delivery, installation, configuration, testing and operational readiness of the supplied systems in accordance with the Contract, Technical Specifications and Scope of Work.
- 3.1.27 “PSC” shall mean the production-sharing contract entered between the Government of India and SUNPETRO consortium as its consortium.
- 3.1.28 “Services” shall mean including supply, installation, operating system deployment, driver installation, configuration, testing, migration support, training, warranty support and related IT services.
- 3.1.29 “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited.

- 3.1.30 “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.
- 3.1.31 “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.
- 3.1.32 “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.
- 3.1.33 “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.
- 3.1.34 “OEM” shall mean Original Equipment Manufacturer of the proposed workstation systems and associated hardware
- 3.1.35 “Acceptance Test” shall mean the tests carried out by SunPetro and/or Contractor to verify compliance of supplied systems with the Technical Specifications, Scope of Work and performance requirements under the Contract.”
- 3.1.36 “Service Level Agreement (SLA)” shall mean the committed response time, resolution time and support obligations of the Contractor/OEM during warranty and support period
- 3.1.37 NA
- 3.1.38 “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.
- 3.1.39 “Work” shall mean supply, delivery, installation, configuration, testing, integration, training, documentation, warranty support and all related obligations to be performed by the Contractor under the Contract.
- 3.2 **DURATION OF CONTRACT:**
- 3.2.1 The Contractor shall complete supply, delivery, installation, configuration, testing and commissioning of the complete scope of work within 1 (One) month from the date of LOA/WO unless otherwise extended by the Company in writing. The warranty and support obligations shall remain valid for 5 (Five) years from the date of Operational Acceptance.
- 3.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability:**
- Commencement date: Date of issue of LOA / LOI / Contract
 - Completion date of contract: Date of successful completion and Operational Acceptance
 - Warranty Completion Date: Expiry of warranty/support period
- 3.2.3 The rates shall be valid for 1 year with option to extend 1 year at same rates, terms and conditions
- 3.3 **Materials, Supplies, Equipment, Services and Personnel/ Supply of the Goods and Delivery**
- 3.3.1 Any item Works / services requested by Company during contract period to complete the work shall be provided by Contractor.
- 3.3.2 The GOODS shall be supplied by the CONTRACTOR in accordance with the SPECIFICATION, the SCOPE OF SUPPLY and all other requirements of the CONTRACT as set out in Schedule-B, Scope of Supply/Technical Specifications.
- 3.3.3 The CONTRACTOR shall deliver the GOODS in entirety to the DELIVERY POINT by the DELIVERY DATE. If required by the COMPANY, the GOODS shall be delivered unloaded at the DELIVERY POINT.
- 3.3.4 **DELIVERY TIME:** The Contractor shall deliver all GOODS within the delivery period quoted in the bid and accepted by the Company, from the date of issuance of LOA/WO.
- 3.3.5 **DELIVERY POINT-** The DELIVERY POINT of the GOODS ordered by the COMPANY under this Contract will be COMPANY’S WAREHOUSE or as directed by Company or any other place as specified in order/LOA.
- 3.3.6 **DELIVERY TERM-** The delivery term (term of shipment) is DDP and shall be guided by the definitions of Incoterms 2020.

- 3.3.7 The time for delivery of the GOODS shall be of the essence of the CONTRACT. In the event that delivery of the GOODS is delayed as a result of:
- a. an event of Force Majeure; or
 - b. a written request by the COMPANY to delay delivery of the GOODS; or
 - c. the COMPANY's failure to carry out any of its obligations under the CONTRACT, then the CONTRACTOR shall be entitled to an extension of time to the DELIVERY DATE (equal to the period of delay) and shall promptly request such extension in writing from the COMPANY.
- 3.3.8 **Additional Services, Materials, Supplies and Equipment**
If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the contractor to the Company.
- 3.3.9 The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect the quantities of item(s) / Service(s) as certified by the company's representative.
- 3.3.10 **Title and risk of loss**
- I. Except as otherwise provided herein, all GOODS furnished by CONTRACTOR hereunder shall become the property of COMPANY when the GOODS or part thereof are delivered to the DELIVERY POINT.
 - II. Notwithstanding the foregoing, CONTRACTOR shall be responsible for and shall bear any and all risk of loss or damage to the GOODS until delivery thereof in accordance with the delivery provisions of this CONTRACT. Upon such delivery, risk of loss or damage shall pass to COMPANY; provided however, that any loss or damage, whenever occurring, which results from CONTRACTOR's non conforming packaging or manhandling or crating shall be borne by CONTRACTOR.
 - III. The risk of loss of or damage to the GOODS and title to the GOODS shall transfer from the CONTRACTOR to the COMPANY at the time the GOODS are delivered in entirety to the COMPANY at the DELIVERY POINT in accordance with this CONTRACT.
 - IV. CONTRACTOR shall insure GOODS at their full replacement value until delivery of GOODS in accordance with the terms of this CONTRACT and COMPANY may require evidence of insurance at their full replacement value.
 - V. The delivery of the GOODS by the CONTRACTOR shall be made as per the "Terms of Shipment" mentioned in 3.3.6, of the CONTRACT and the "Terms of Shipment" shall be guided by the definitions of Incoterms 2020
- 3.4 **INSPECTION AND TESTING**
- I. The CONTRACTOR shall, at its own cost, be responsible for carrying out all tests and inspections of the GOODS required in accordance with the CONTRACT, together with any other inspections or tests required by any applicable code, LAW, ordinance or regulation.
 - II. The CONTRACTOR shall give the COMPANY reasonable advance notice in writing of the date, place and time of any inspection or test being carried out on the GOODS and the COMPANY shall be entitled to attend. Copies of all inspection or test reports, inspection or test data and any other inspection or test information carried out by the CONTRACTOR in terms of the CONTRACT shall be promptly forwarded by the CONTRACTOR to the COMPANY.
 - III. The COMPANY and/or COMPANY's appointed inspection agency shall be entitled to inspect and/or test the GOODS at any time prior to delivery (wherever the GOODS may be) and the CONTRACTOR shall give the COMPANY and/or COMPANY's appointed inspection agency all reasonable assistance (including granting, or procuring the grant of, access rights) in respect of any such inspection and/or testing. Any such inspection and/or testing by the COMPANY and/or COMPANY's appointed inspection agency shall not relieve the CONTRACTOR of any obligation under the CONTRACT. Failure by the COMPANY to inspect and/or test the GOODS shall not relieve the CONTRACTOR of any responsibility or liability in respect of the GOODS.
 - IV. If the results of any inspection or testing indicate that the GOODS do not conform, or are unlikely to conform, to the CONTRACT, the CONTRACTOR shall immediately take such action as is necessary to ensure conformity at no additional cost to the COMPANY.
 - V. The COMPANY shall inspect the GOODS as soon as reasonably practicable before the shipment or after the GOODS have been delivered to the COMPANY in accordance with this CONTRACT. If the GOODS do not meet the requirements of the CONTRACT, the COMPANY shall be entitled to reject the GOODS and shall notify the CONTRACTOR of its rejection. In such event, the risk in, and title to, the rejected GOODS shall immediately re-vest in the CONTRACTOR and the COMPANY shall have no further liability in respect of such rejected GOODS.
- VI. **Inspection of Contractor Equipment**

Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost. All supplied shall be new & unused & shall not be more than one year old from the date of manufacture. Documentary proof shall be provided for the same. Any substandard material received/delivered at site shall be rejected outright.

- VII. The supplied systems shall be brand new, genuine, unused and sourced through authorized OEM channels only. Refurbished, grey market or end-of-life products shall not be accepted.
- VIII. The Contractor shall provide OEM serial numbers, warranty registration details and proof of authenticity for all supplied systems.
- IX. SunPetro reserves the right to conduct compatibility, burn-in, stress, benchmark and operational testing before acceptance of the systems.
- X. Any defective, incompatible or non-compliant equipment identified during inspection, installation or warranty period shall be replaced by Contractor at no additional cost to SunPetro.

3.5 **EXPEDITING**

- I. CONTRACTOR shall be solely responsible for delivery in accordance with the requirements of the CONTRACT and for expediting all matters relating to the CONTRACT and sub-orders with its suppliers. Notwithstanding the foregoing the GOODS furnished under this CONTRACT, including all warranty work, shall be subject to expediting by COMPANY and CONTRACTOR shall bear all costs of such expediting.
- II. CONTRACTOR shall notify COMPANY in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

3.6 **DOCUMENTATION**

- I. The CONTRACTOR shall prepare and provide to the COMPANY all DOCUMENTS which are required to be prepared and/or provided by the CONTRACTOR in accordance with the provisions of this CONTRACT, before the DELIVERY DATE as specified in this CONTRACT.
- II. Prior to finalization of any DOCUMENT, the CONTRACTOR shall, if requested by the COMPANY or where required by the CONTRACT, submit such DOCUMENT to the COMPANY for review and/or approval. The COMPANY shall respond to the CONTRACTOR in respect of any such DOCUMENT within the time specified in this CONTRACT (or if no time is specified, within a reasonable period of time).
- III. Contractor shall provide complete documentation including OEM datasheets, warranty certificates, license details, installation reports, asset details, network configuration details, operating manuals and support escalation matrix
- IV. All DOCUMENTS shall be fit for the purposes specified in the CONTRACT.

3.7 **REPRESENTATIVES**

- I. The COMPANY's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the CONTRACTOR's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.
- II. The COMPANY's REPRESENTATIVE(s) shall monitor the performance of the CONTRACT and shall have the authority necessary to enforce the provisions of this CONTRACT.
- III. The CONTRACTOR shall direct all matters relating to the CONTRACT to the COMPANY's REPRESENTATIVE(s) and shall act only in accordance with the instructions of the COMPANY's REPRESENTATIVE(s).
- IV. The CONTRACTOR's REPRESENTATIVE(s) shall act in full charge of the CONTRACT and shall have full authority to liaise with the COMPANY's REPRESENTATIVE(s) to resolve all day to day matters which may arise between the CONTRACTOR and the COMPANY.
- V. Either PARTY may:
 - (a) revoke the appointment of any person appointed as that PARTY's representative and may appoint another person as representative in his/her place; or
 - (b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other PARTY.

All technical, delivery, installation and warranty coordination communications shall be routed through the designated representatives of both Parties.

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

3.8.1 The Contractor shall submit a detailed delivery, installation, configuration, testing and commissioning schedule within seven (7) days from issuance of LOA/WO for Company review and coordination.. The Contractor shall execute the work in accordance with the approved implementation schedule, Scope of Work, Technical Specifications and instructions issued by the Company from time to time.

3.8.2 The Contractor shall complete the entire Scope of Work within the delivery and completion timelines agreed under the Contract.

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

3.9.1 **Conduct of Services /supplies**

The Services shall be performed by Contractor in accordance be performed in accordance with industry best practices applicable to enterprise IT infrastructure, workstation deployment, cybersecurity and OEM-recommended standards.

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

3.9.3 **Legal Requirements**

Contractor shall obtain and maintain all applicable registrations, licenses, permits and statutory compliances required for execution of the Contract under Applicable Laws. Contractor shall comply with all labour laws, tax laws, social security obligations and employment regulations applicable to its personnel engaged under the Contract.

The Contractor shall indemnify and keep indemnified the Company against any claims, liabilities, penalties, damages or expenses arising out of non-compliance with statutory obligations by the Contractor.

3.10 **TERMINATION BY COMPANY**

3.10.1 Unless otherwise provided in the Contract, the Contract shall terminate upon completion of the Scope of Work and expiry of warranty/support obligations or upon termination by the Company in accordance with the Contract.

A. Termination for Delay or Non-Performance

If the Contractor fails to commence or complete the supply, delivery, installation, configuration or related services within the timelines specified in the Contract, or fails to perform the work in accordance with the Contract, the Company shall issue a written notice to the Contractor to remedy such default within Seven (7) days.

If the Contractor fails to remedy such default within the specified period, the Company shall have the right to terminate the Contract forthwith.

Upon such termination, the Company shall have the right to:

- a) forfeit the Performance Bank Guarantee;
- b) procure the Goods/services from alternate sources at the risk and cost of the Contractor; and
- c) recover all losses, damages and additional costs incurred by the Company due to such default.

The Contractor shall be entitled only to payment for successfully completed and accepted work up to the date of termination.

B. Termination for Default

Occurrence of any of the following events shall constitute Event of Default by Contractor:

- a) breach of Contract provisions;
- b) failure to comply with Applicable Laws;
- c) supply of defective, non-genuine or non-compliant Goods;
- d) repeated failure to meet warranty/support obligations;
- e) abandonment or suspension of work without approval of Company;
- f) insolvency, liquidation or winding up of Contractor.

In such event, Company shall have the right to terminate the Contract by written notice.

C. Termination for Force Majeure

If a Force Majeure condition continues for more than Fifteen (15) consecutive days, Company may terminate the Contract by giving written notice to Contractor.

In such case, Contractor shall be entitled to payment for work successfully completed and accepted till the date of termination. Neither Party shall be liable to the other for losses arising due to Force Majeure.

D. Termination for Convenience

Company shall have the right to terminate the Contract, in whole or in part, at any time by giving Fifteen (15) days written notice to the Contractor.

In such event, Contractor shall be entitled only to payment for successfully completed and accepted work/services up to the date of termination and shall not be entitled to any claim for loss of profit or consequential damages.

3.10.2 Upon receipt of Notice of Termination, the Contractor shall immediately discontinue the affected work, stop further procurement related to terminated work and protect all completed work and materials belonging to the Company.

3.10.3 The rights and obligations of the Parties accrued prior to termination shall survive termination of the Contract.

3.11 HEALTH, SAFETY & ENVIRONMENT (HSE)

General

The Contractor shall comply with all applicable safety, electrical safety, workplace safety and information security requirements while executing the Scope of Work at Company premises. Contractor personnel shall follow Company access control, cybersecurity, IT usage and workplace conduct policies during execution of the Contract.

The Contractor shall ensure safe handling, transportation, installation and commissioning of all supplied equipment and shall be responsible for any damage caused due to negligence of its personnel.

All packing waste, cables, cartons and installation debris generated during execution of work shall be cleared and disposed by the Contractor in an environmentally responsible manner.

3.11.1 Safety

3.11.1.1 Contractor shall comply with all applicable safety laws, regulations and Company safety requirements while performing the Services under the Contract.

3.11.1.2 Contractor shall ensure that its personnel and subcontractors deployed for the work are qualified, trained and competent to perform the assigned activities safely.

3.11.1.3 Contractor shall provide necessary PPE, tools and safety equipment required for execution of the work.

3.11.1.4 Contractor shall ensure safe handling, transportation, installation, testing and commissioning of all supplied equipment and shall take all reasonable precautions to prevent injury to persons or damage to property.

3.11.1.5 Company shall have the right to suspend the work if unsafe practices or unsafe conditions are observed during execution of the work.

3.11.2 Environment

3.11.2.1 Contractor shall comply with applicable environmental laws and shall perform the Services in an environmentally responsible manner.

3.11.2.2 Contractor shall ensure proper disposal of packing materials, electronic waste, cables, cartons and other waste generated during execution of the work in accordance with applicable regulations.

3.11.2.3 Contractor shall take reasonable steps to prevent damage to Company property and maintain housekeeping at the work site.

3.11.2.4 Compliance

Contractor shall comply with Company safety, security and IT access policies applicable at the work location and shall submit compliance documents/reports as reasonably required by Company.

3.12 SETTLEMENT OF DISPUTE/ ARBITRATION

3.12.1 The Company and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract

Manager level and if required may be taken up to the Company -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.

- 3.12.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.
- 3.12.3 It is also a term of the Contract that the Contractor shall not stop the Work under this Contract, and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed Contract portion of his claims which are due under the Contract.
- 3.12.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 3.12.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for judicial confirmation of such award and judgment or order of enforcement, as the case may be.
- 3.12.6 **GOVERNING LAW & JURISDICTION**
This CONTRACT shall be interpreted in accordance with and shall in all respects be subject to the Indian Law.
All disputes arising out of this transaction shall be subject to the jurisdiction of courts situated at Mumbai, India
- 3.13 **ENTIRE AGREEMENT/ WAIVERS**
- 3.13.1 This Contract sets forth the entire CONTRACT between Company and Contractor which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements supporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Contractor have expressly varied the same in writing under the terms of this Contract.
- 3.13.2 None of the provisions of this Contract shall be considered waived by Company unless Company gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.
- 3.13.3 None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
 - ii) Failure or delay to exercise any rights or remedies provided herein or by law,

- iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
- iv) Acceptance of or payment for any Service or review of any design, or
- v) Warranty on the Equipment if sold to Company by the Contractor will continue up to the expiry of the warranty period even if the Contract is expired or terminated.

3.14 **LIQUIDATED DAMAGES**

3.14.1 **Liquidated damage**

If Contractor for any reason other than Force Majeure, fails to timely supply, deliver, install, configure, test and complete the Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

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

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

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

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

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

3.15 **NOTICES**

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

3.16 **APPLICABLE LAW**

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

3.17 **ACTS AND REGULATIONS, GUIDELINES**

THE Contractor shall comply with all applicable laws, rules, regulations, statutory requirements and industry standards relevant to the Scope of Work during the validity of the Contract.

3.18 **CONFIDENTIALITY**

3.18.1 "Confidential Information" shall include all technical, commercial, financial, operational, software, network, system, business or other information disclosed by one Party to the other

in connection with the Contract, whether in written, electronic, verbal or any other form. However, Confidential Information shall not include information which:

- a) is or becomes publicly available without breach of this Contract;
 - b) was lawfully available with the Receiving Party prior to disclosure; or
 - c) is required to be disclosed under Applicable Law.
- 3.18.2 Contractor shall keep all Confidential Information strictly confidential and shall not disclose the same to any third party except to its authorized personnel on need-to-know basis for performance of the Contract.
- 3.18.3 Contractor shall take all reasonable measures to protect Company data, systems and information from unauthorized access, disclosure, misuse or loss.

3.19 **ASSIGNMENT AND SUBCONTRACTING**

- 3.19.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.
- 3.19.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Subcontractors, the same shall be notified to the Company within a period of 7days.
- 3.19.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also, in no case sub-Contractors shall pass on any claim/ liability to Company.

3.20 **INVOICING AND PAYMENT**

- 3.20.1 Invoices shall be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, delivery challans, installation reports, warranty certificates, OEM details and other relevant documents 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 submit invoices to Company upon completion of applicable delivery/installation milestones as specified in the Contract. Company shall make payment of correct, undisputed and certified invoices within Thirty (30) working days from receipt of invoice along with supporting documents duly certified by Company Representative and Contractor Representative.

Prices finalized under the Contract shall remain firm during the Contract period. No interest shall be payable on delayed payments by Company.

The Contractor shall indemnify Company against any loss or liability arising due to non-compliance with applicable laws and regulations by the Contractor. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment.

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

- 3.20.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections

or errors in charges and credits for Company's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

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

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

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

8th, 9th & 10th Floor, ATL, Corporate Park, Opp. L&T Gate no. 7,

Saki Vihar Road, Chandivali, Powai, Andheri (E),

Mumbai – 400072, Maharashtra [INDIA]

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

- 3.20.6 No payment shall be made for defective, damaged, non-functional or non-compliant Goods/services until the same are repaired, replaced or rectified to the satisfaction of Company.

3.20.7 **Audit**

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

3.21 **TAXES AND DUTIES**

3.21.1 **Taxes:**

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

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

3.21.2 **Personnel Taxes**

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

3.21.3 **Custom Duty, Entry taxes, etc.**

Equipment, materials and supplies imported for use solely and exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable endeavors to obtain any exemption to which Company and/or Contractor is entitled in accordance with such notifications. Contractor expressly agrees to furnish necessary documentation, bonds or undertakings to Government authorities and / or to Company, which may be required for availing such concessional exemption. It is expressly understood that Contractor shall be required to re-export any of its Equipment (unless consumed during performance of Services) and left-over chemicals / additives imported under this Contract to enable Company to avail exemption of custom duties. Contractor undertakes to re-export Equipment at the earliest but not later than within fifteen (15) days of completion or termination of Services and shall be solely responsible for all customs formalities for import and export of Contractors Equipment and materials at the Contract rt of entry or the Contract rt of export as the case may be.

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

3.21.5 **Change in Law**

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

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

3.22 **INSURANCE**

3.22.1 Contractor shall, at its own cost, obtain and maintain valid insurance coverage during the execution of the Contract in accordance with applicable laws.

3.22.2 The insurance policies shall be placed with reputable insurers and shall include, as applicable:
a) Workmen Compensation / Employer Liability Insurance;

- b) General Liability Insurance;
- c) Insurance covering Contractor's personnel, tools, equipment and materials;
- 3.22.3 Contractor shall be solely responsible for insurance of its personnel, equipment, tools, materials and subcontractors engaged for execution of the Contract.
- 3.22.4 Prior to commencement of work, Contractor shall submit copies of relevant insurance certificates/policies to Company upon request.
- 3.22.5 The provisions of this Clause shall not limit Contractor's liabilities and obligations under the Contract.

3.23 **CONTRACTOR'S OBLIGATIONS AND WARRANTIES**

- 3.23.1 Contractor shall perform the work in accordance with the Scope of Work, Technical Specifications, Contract conditions and instructions issued by Company from time to time.
- 3.23.2 Contractor warrants that all supplied Goods shall be:
 - a) brand new, genuine and unused;
 - b) free from defects in material and workmanship;
 - c) supplied through authorized OEM channels; and
 - d) fully compliant with the Technical Specifications and Contract requirements.
- 3.23.3 Contractor shall ensure that all supplied systems, components, software and accessories are compatible and fit for intended use.
- 3.23.4 Contractor shall provide qualified and competent personnel for execution of supply, installation, configuration, testing and support services under the Contract.
- 3.23.5 Contractor shall be responsible for safe custody, protection and transportation of all Goods till successful delivery and acceptance by Company.
- 3.23.6 Contractor shall promptly inform Company in writing regarding any issue, delay or circumstance likely to affect timely completion of the work.
- 3.23.7 Company shall have the right to request replacement of any Contractor personnel found to be unsuitable, negligent, incompetent or in violation of Company policies. Contractor shall replace such personnel promptly without affecting project schedule.
- 3.23.8 Contractor shall obtain all applicable permits, approvals and statutory compliances required for execution of the Contract.
- 3.23.9 Contractor shall comply with Company safety, security, IT access and confidentiality requirements during execution of the work.

3.24 **FORCE MAJEURE**

- 3.24.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
 - 3.24.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
 - 3.24.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
 - 3.24.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
 - 3.24.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
 - 3.24.1.5 Non-conformance by Sub-contractors.
 - 3.24.1.6 Financial distress of Contractor or any Sub-contractor
 - 3.24.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Contractor.

Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24

hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its Contract power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

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

3.25 **WARRANTIES AND REMEDIES**

3.25.1 Contractor warrants that all Goods supplied under the Contract shall:

- a) be brand new, genuine and unused;
- b) conform to the Technical Specifications, Scope of Work and OEM standards;
- c) be free from defects in material, workmanship and configuration;
- d) be supplied through authorized OEM channels; and
- e) remain fully supported by the OEM during the warranty period.

3.25.2 Contractor warrants that all installation, configuration, testing and support services shall be performed by qualified and competent personnel in a professional manner and in accordance with applicable industry standards.

3.25.3 Contractor shall provide comprehensive onsite warranty support for the period specified in the Contract from the date of Operational Acceptance.

3.25.4 During the warranty period, Contractor shall, at its own cost, repair or replace any defective, faulty or non-performing equipment, component or software without undue delay.

3.25.5 Any replacement equipment/components supplied under warranty shall be new or OEM-certified and shall carry warranty terms not less than those specified under the Contract.

3.25.6 If Contractor fails to rectify any defect or provide required support within reasonable time after written notice from Company, Company may arrange corrective action through alternate sources at the risk and cost of Contractor.

3.25.7 Contractor shall comply with Company safety, security, IT access and confidentiality requirements while performing services under the Contract.

3.25.8 Contractor shall promptly notify Company regarding any issue, defect or circumstance that may affect performance, delivery or warranty support obligations under the Contract.

3.25.9 Contractor shall not make any representation or commitment on behalf of Company without prior written authorization from Company.

3.25.10 Company reserves the right to inspect, test and verify the supplied Goods and related services for compliance with Contract requirements at any stage during execution of the Contract.

3.26 **LIENS**

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

3.27 **INDEMNITY AND LIABILITIES**

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

The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession / control of the Contractor with the exclusive right to use of such

equipment by the Contractor for providing services under the Contract. Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

3.27.2 **NA**

3.27.3 **Consequential Damage**

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

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

3.27.4 **Certain Restrictions on Indemnities:**

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

3.28 **PERFORMANCE BANK GUARANTEE**

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

The Performance Bank Guarantee shall be of 10% of the estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.

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

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

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

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

3.29 SEVERABILITY

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

3.30 NON-EXCLUSIVE CONTRACT

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

3.31 EXPORT CONTROLS

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

3.32 CHANGES

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

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

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

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

3.33 SPECIAL CONDITIONS OF CONTRACT (SCC)

4.33.1 General Requirement

- i. Contractor shall comply with Company safety, security and IT access requirements while executing the work at Company premises.
- ii. All supplied equipment/materials shall be brand new, genuine, unused and sourced through authorized OEM channels.
- iii. Contractor shall provide OEM datasheets, warranty certificates, serial numbers and other supporting documents for supplied systems.
- iv. Contractor shall deploy qualified and competent personnel for installation, configuration, testing and support activities.
- v. Contractor shall ensure use of appropriate PPE and safe working practices during installation and commissioning activities.
- vi. Contractor shall be responsible for any loss or damage to equipment during transportation, handling, installation and commissioning till Operational Acceptance.
- vii. Any defective or non-performing equipment/components shall be repaired or replaced by Contractor at its own cost within the timelines specified under the Contract.
- viii. Contractor shall maintain proper housekeeping and dispose packing materials and installation waste responsibly.

4.33.2 Deployment of Team

- i. Contractor shall deploy suitable technical personnel for execution of the work at Company site/location.
- ii. Company reserves the right to request replacement of any deployed personnel found unsuitable and Contractor shall provide replacement promptly without affecting project schedule.
- iii. Working hours shall generally be as per Company office timings; however, Company may request extended support during critical activities.

4.33.3 Transportation and Material Handling:

Transportation, loading/unloading, handling and safe delivery of all equipment/materials to Company site shall be in Contractor's scope.

4.33.4 Warranty and Defect Liability

- i. Contractor shall provide comprehensive onsite warranty support for all supplied systems for the period specified in the Contract.
- ii. During the warranty period, Contractor shall repair or replace defective equipment/components/software at its own cost.
- iii. Contractor shall respond to reported issues within the SLA timelines agreed under the Contract.
- iv. If Contractor fails to rectify defects within reasonable time, Company may undertake corrective action at the risk and cost of Contractor.
- v. Any replaced equipment/components shall carry warranty terms not less than those specified under the Contract.

4.33.5 Quality Assurance: The supplied systems and services shall comply with the Technical Specifications, OEM standards and Scope of Work.

4.33.6 Documentation: Contractor shall submit installation reports, warranty certificates, OEM details, asset details, configuration details and other required documentation after completion of work.

4.33.7 Payment Terms

Company shall make payment against certified undisputed invoices. Payment shall be released within 30 working days from submission of complete documents and acceptance by Company.

Payment schedule shall be as below: After delivery of materials at site – 75%, After successful installation, testing and commissioning – 25%

SECTION-IX

Annexures

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company: _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

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

Saki Vihar Road, Powai, Mumbai – 400072, Maharashtra, India.

Phone No: +91-22-69325300

Kind Attn: Mr Dheeraj Paroch

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

ANNEXURE – 2

BID BOND FORMAT

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

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

WHEREAS:

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

NOW, THEREFORE,

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

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

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

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

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

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

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

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

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

COMMERCIAL

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

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

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE -5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From:

To:

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

ANNEXURE –8

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

To,
Sun Petrochemicals Pvt. Ltd. (SunPetro)
8th, 9th & 10th Floors, ATL Corporate Park,
Saki Vihar Road, Powai,
Mumbai - 400 072, Maharashtra,
BHARAT

Bank Guarantee No.:

Date:

Expiry Date:

This Guarantee is made on this _____ day of _____ 2026 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: U24219MH1995PTC464242) and having its registered office at 1004, 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai-400072 and its Corporate office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, 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 Letter of Award/Rate Contract /Purchase Order/Contract/Work Order No. _____ dated _____ hereinafter referred to as the "LOA/RC/PO/WO/Contract") in favour of _____, a company registered under the laws of _____ having its registered office at _____ (hereinafter referred as the "**CONTRACTOR/SUPPLIER**" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) for _____ (hereinafter referred to as the "**PRODUCT**" or "**SERVICE**").

B. In accordance with the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order the CONTRACTOR/SUPPLIER has agreed to provide a Guarantee for Performance of the Letter of Award/Rate Contract /Purchase Order/Contract/Work Order in form of Bank Guarantee issued by a nationalized/Scheduled Bank for the sum specified therein.

In consideration of the COMPANY having issued a Letter of Award/Rate Contract /Purchase Order/Contract/Work Order with the CONTRACTOR/SUPPLIER for the supply of the PRODUCT/SERVICE; we, the _____, the GUARANTOR do hereby unconditionally and irrevocably Guarantee and undertake:

l) 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/delivery of the PRODUCT/SERVICE supplied/rendered against the LOA/RC/PO/WO/Contract, 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 absolute, unequivocal, conclusive and binding on the GUARANTOR as regards the amount due and payable, notwithstanding 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 agree that:

- the COMPANY shall be entitled at his option to enforce this Guarantee against the GUARANTOR as a principal debtor, in the first instance notwithstanding any other Security or Guarantee that it may have in relation to the CONTRACTOR/ SUPPLIER's liabilities.
- this Guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONTRACTOR/ SUPPLIER in the event of any breach of the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order or unsatisfactory performance or failure or malfunctioning of the PRODUCT supplied/SERVICE rendered against the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order and giving of time by the COMPANY for repayment thereof, shall not in any way relieve the GUARANTOR of his liability under this Guarantee.
- this Guarantee shall not in any way be affected by the change in the constitution of the CONTRACTOR/ SUPPLIER or by the fact that the CONTRACTOR/ SUPPLIER has been wound up or any orders for winding up are passed or closed its business nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the GUARANTOR or the COMPANY or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the COMPANY.
- this Guarantee shall continue to be in force notwithstanding the discharge of the CONTRACTOR/ SUPPLIER 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/ SUPPLIER in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order being satisfied.
- this Guarantee shall be in addition to and not in substitution for any other Guarantee or security from the CONTRACTOR/ SUPPLIER to be given to the COMPANY in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order.

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:

- our liability under this bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only);
- this bank Guarantee shall be valid upto _____ and

4. 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 _____. If a claim has been received by us on or before the said date, all the rights of the COMPANY under this Guarantee shall be valid and shall not cease until the claim has been satisfied.

5. All Claims of the COMPANY (beneficiary) against this Guarantee, shall be remitted by the(GUARANTOR) to the following account of the COMPANY only through electronic transfer of funds, unless otherwise specifically communicated by the COMPANY:

- 1) Beneficiary Account Name: Sun Petrochemicals Private Limited
- 2) Bank Name: ICICI Bank Limited
- 3) Bank Account Number.: 054405007002
- 4) IFSC Code: ICIC0000544

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

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

PLACE:

DATE:

Address:

IN PRESENCE OF:

- 1.
- 2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

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

ANNEXURE - 10

CUSTOMS NOTIFICATION

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

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

- a. Overall inputs required for meeting all operational needs

ANNEXURE-12A:
PERSONNEL DEPLOYMENT PLAN

Minimum Personnel to be provided by the Contractor

Classification	Number On Location	Total Number

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

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

Note:

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

PROVISIONAL ACCEPTANCE CERTIFICATE

CONTRACT /CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Appendix-1

EXCEPTIONS TO COMPLETION

Ref : PROVISIONAL ACCEPTANCE CERTIFICATE

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

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/CONTRACT NO:

Date:.....

DESCRIPTION OF SUPPLIES

.....

The above SERVICE /SUPPLIES have been finally accepted on behalf of -----(COMPSNY)
in apparent good order, subject to the Warranty conditions contained in the AGREEMENT, with effect from
.....20.....

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT