

Sun Petrochemicals Private Limited

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Ref No. SunPetro/Bhaskar/Surface Coating/2026-27/SPPL-303

Date: 09.07.2026

REQUEST FOR QUOTATION [RFQ] / TENDER

Subject: Rate Contract for Hiring of Services for Surface Coating in Bhaskar Field, Gujarat

RFQ / Tender No.: SunPetro/Bhaskar/Surface Coating/2026-27/SPPL-303

Dear Sir /Madam,

Sun Petrochemicals Private Limited (hereinafter referred to as “**SunPetro/Company**”), is pleased to issue this Request for Quotation (RFQ) / Tender to invite you to submit your Bid under Single Bid System for provision of Services for Surface Coating Systems in Bhaskar field in accordance with the requirement and terms detailed herewith:

- 1. SCOPE OF WORK:**
As attached at ANNEXURE-A
- 2. PRICE SCHEDULE FORMAT:**
As attached at ANNEXURE-B
- 3. TERMS & CONDITIONS:**
As attached at ANNEXURE-C
- 4. VALIDITY OF BID:**
120 days from due date of tender submission
- 5. MOBILIZATION / COMPLETION SCHEDULE:**
As per Scope of Work / Callout Notice
- 6. DUE DATE AND TIME OF SUBMISSION OF OFFER DUE**
On or before 30th July 2026, 15:00 Hrs IST
- 7. PLACE OF WORK / LOCATION**
SunPetro's Bhaskar Field in Anand Dist, Gujarat.
- 8. PAYMENT TERMS**
Within 30 days after receipt of undisputed invoice along with supporting documents.
- 9. CONTRACT PERIOD**
3 Years with provision for extension of contract for further period of 1 year at same rates, terms & conditions at discretion of SunPetro.
- 10. SUBMISSION OF BID**
Bidder is requested to submit their most competitive Bid duly signed by authorized signatory along with technical literature and Prices as per Price schedule format, indicating RFQ No. on a Sealed Cover with following label on the envelope:

To,

**Office of Head-Supply Chain Management
(Sun Petrochemicals Pvt. Limited)**
8th,9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai - 400 072, Maharashtra, BHARAT.
Tel: +91 22 69325300

Alternatively Bidder has option to submit Separate Technical Bid & Priced Commercial Bid (in password protected) to the below email address: Dheeraj.paroach@sunpetro.com
Akhilesh.kumar@sunpetro.com
SCM.SECRETARY@sunpetro.com

SunPetro look forward to receive your bid complete in all respect on or before bid/offer submission due date and time i.e. **30th July 2026, 15:00 Hrs IST.**

Regards

Dheeraj Paroch
Head- Commercial & SCM

Enclosures/attachments:

ANNEXURE-A: SCOPE OF WORK

ANNEXURE-B: PRICE BID FORMAT

ANNEXURE-C: TERMS & CONDITIONS

ANNEXURE-A

SCOPE OF WORK

1.0 INTRODUCTION

1.1 GENERAL

Sun petrochemicals Pvt Ltd. (SunPetro) is an independent Indian E&P company engaged in Hydrocarbon exploration, development, and production since 2014. Presently, SunPetro operate a Total of ten E&P assets in the Gujarat region, comprising four producing, two development, and four Exploratory assets, all with 100% participating interest, having acreage of around 4500 sq. Km. With Present production capacity of more than 14000 BOPD (barrels of oil per day) considering current Producing field from Hazira, Bhaskar (on land, near Anand), Baola & Modhera on land fields in Gujarat. Bhaskar-I field is spread across an area of 72 sq.km near Khambhat, Anand district, Gujarat. The field Presently has around 49 wells, central processing facility (CPF) and a water injection plant. The well Fluids from the wells are routed to CPF through collector pipelines (6") for processing at CPF. The Processed crude oil is stored in crude oil storage tanks and is pumped through 10" export pipeline to IOCL Bareja terminal.

1.2 SCOPE

This specification defines the minimum requirements for the surface preparation, material, supply and application of paints and coatings for Steel structures, Piping, Vessels, Equipment and accessories.

The instructions contained herein also covers the requirements for Quality Assurance and Quality Control together with guaranteed performances.

1.3 ABBREVIATIONS

ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BS	British Standard
DFT	Dry Film Thickness
°C	Degrees Celsius
HSE	Health Safety and Environment
ISO	International Standards Organisation
NACE	National Association of Corrosion Engineers
RAL	European Colour Standard (See tables in Appendix B and C)
SSPC	Steel Structures Painting Council
WHP	Well Head Platform

1.4 COMMUNICATION

Verbal communication will not be official until it has been confirmed in writing.

1.5 QUALITY MANAGEMENT SYSTEM

The Seller shall operate a Quality Management System and HSE Management System that meets with the requirements of the Buyer. These systems must be submitted for approval prior to Seller proceeding with the work.

2.0 CODES AND STANDARDS

All surface preparation painting and corrosion protection shall be in accordance with the latest edition of the following codes and standards.

AMERICAN WELDING SOCIETY (AWS)

AWS C2.18 Guide For the Protection of Steel with Thermal Sprayed Coatings of Aluminium and Zinc and their alloys and composites.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A90	Test Method for Weight of Coating on Zinc-Coated (Galvanised) Iron and Steel Articles
ASTM A123/ A123M	Specification for Zinc (Hit-dip Galvanised) Coatings on Iron and Steel Products
ASTM A143	Recommended Practice for Safe-guarding against Embrittlement of Hot-Dipped Galvanised Structural Steel Products and Procedure for Detecting Embrittlement
ASTM A153/ A153M	Specification for Zinc Coating (Hot-Dip) on Iron and steel Hardware
ASTM A384/ A384M	Standard Practice for Safeguarding Against Warpage and Distortion during Hot-Dip Galvanising of Steel Assemblies.
ASTM A385	Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
ASTM D823	Method of Producing films of uniform thickness of Paint, varnish lacquer and released products on test panels.
ASTM D1200	Test method for viscosity of paints, varnishes and lacquers by ford viscosity cup.
ASTM D3359	Method of measuring adhesion by tape test
ASTM D4541	Test method for pull-off strength of coatings using portable adhesion testers.
ASTM D4940	Test method for conducting metric analysis of water-soluble ionic contamination of blasting abrasives.
ASTM D4285	Test method for indicating oil or water in compressed air.
ASTM D5064	Practice for conducting a patch test to assess coating compatibility.
ASTM E376	Practice for measuring coating thickness by magnetic field or Eddy-Current (Electro-magnetic) test methods.
NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)	
RP-01-76	Recommended Practice Corrosion Control of Steel, Fixed Offshore Platforms Associated with Petroleum Production
RP-01-88	Recommended Practice for discontinuity (holiday) testing of Protective Coatings.
RP-02-87	Field measurement of Surface profiles using Replica Tape
STEEL STRUCTURES PAINTING COUNCIL (SSPC)	
SSPC-PA 1	Shop, Field and Maintenance Painting of Steel
SSPC-PA 2	Measurement of Dry Coating Thickness with Magnetic Gauges
SSPC-SP 1	Surface Preparation No. 1 Solvent Cleaning
SSPC-SP 2	Surface Preparation No. 2 Hand Tool Cleaning
SSPC-SP 3	Surface Preparation No. 3 Power Tool Cleaning
SSPC-SP-5/NACE	Surface Preparation No. 1 White Metal Blast Cleaning
SSPC-SP-7/NACE	Surface Preparation No. 4 Brush Off Blast Cleaning
SSPC-SP-10/NACE	Surface Preparation No. 2 Near White Metal Blast Cleaning
INTERNATIONAL STANDARDS ORGANISATION(ISO) 8501-1	
SA2½	Surface Preparation – Near White Metal Blast Cleaning

2.1 MANUFACTURER'S STANDARDS

Paint manufacturer's data sheets, application instructions and safety precautions shall be considered part of this specification.

2.2 ORDER OF PRECEDENCE

Any conflicts between requirements of this specification, related contract documents, datasheets, international standards, code of practice and the contract shall be referred to the Buyer for clarification. Where conflicts occur, the order of precedence shall be, unless otherwise agreed:

- (1) Local Regulatory and Statutory requirements
- (2) Datasheets (where applicable) and relevant drawings
- (3) This Specification
- (4) Project Specifications
- (5) Indian Codes and Standards
- (6) International Codes and Standards

Within each category above, the most stringent requirement shall apply.

3.0 GENERAL

3.1 SURFACES EXCLUDED FROM ABRASIVE BLASTING AND PAINTING

The following surfaces shall not be abrasive blasted or painted.

All surfaces made from non-ferrous materials (Nickel, Monel, Brass, Bronze)

Instrument tubing including fusible plugs and tubing used in the ESD system.

Fibreglass, plastic, or plastic-coated material not susceptible to ultra violet deterioration.

Stainless steel instrument cases and process control panels.

Nameplates, machined surfaces, instrument glass, flange faces, control valve stems and similar items.

Stainless steel process piping and vessels (unless specifically required).

Electrical conduit, breathers and drain fittings.

Machined and threaded surfaces shall be protected with suitable rust preventive.

Flange gasket facing.

If stainless steel is connected to carbon steel, the carbon steel part shall be coated 50 mm beyond the weld zone on to the stainless steel. The coating for stainless steel part shall not contain metallic Zinc and shall be free from chlorides.

3.2 MANUFACTURED ITEMS

- a) Manufactured items such as valves, level gauges and equipment shall be coated in accordance with this specification.
- b) If manufacturer's paint system is not in accordance with this specification, Seller shall blast and repaint the item in accordance with this specification. Only the Buyer may waive this condition and this shall be obtained in writing prior to commencement of works.

3.3 SURFACES IN CONTACT

- a) Surfaces of components in contact (bottom of skids, mounting surfaces of equipment, pipe supports, brackets, bolt holes, etc.) shall be painted.
- b) Surfaces in contact shall receive a minimum of one coat of primer prior to assembly (unless instructed otherwise by Buyer).
- c) Paints containing Zinc or Aluminium metal or free chlorides shall not be used on Stainless steel.
- d) When zinc rich primers are used, care shall be taken to avoid any possibility of over spraying onto Duplex or Austenitic stainless steel, Nickel alloy steel components.

3.4 ENVIRONMENTAL CRITERIA

- a) Blasting shall be performed during dry weather.
- b) Dry blast cleaning operations shall not be conducted on surfaces that are exposed to rain, water spray, or any other moisture.
- c) Surfaces shall not be coated in rain, wind, snow, fog, mist, dust, or in areas where injurious airborne elements exist.
- d) Unless otherwise authorised by Buyer, coating shall be applied only if all the following conditions exist:
 - Air temperature 10°C above dew point.
 - Surface temperature at least 3°C above dew point.
 - Relative humidity is below 85%.
 - Any other conditions as recommended by coating manufacturer.

- e) Painted surfaces upon which it rains prior to the paint being rainproof shall be re-blasted and repainted.

3.5 TIME CRITERIA

- a) Blasting shall be performed during daylight hours.
b) Blast cleaned surfaces shall be coated with primer within 4 hours, prior to sundown of the same day, and before any rusting occurs.
c) Coatings shall be applied only during daylight hours.

3.6 POST-PREPARATION

Nameplates, manufacturer's identification tags, instrument glass, finished flange faces, control valve stems, and similar items shall be cleaned, restored to their original condition, and reattached.

3.7 QUALIFICATION AND TRAINING OF PERSONNEL

The operators shall be qualified to tradesman level as blast cleaner, painter, applicator etc. The personnel shall have relevant knowledge of health and safety hazard, use of protection equipment, coating materials, mixing and thinning of coatings, coating pot life, surface requirements etc. If not qualified to tradesman level, they shall carry out a test in accordance with the coating Procedure Specification.

Supervisors and Foremen shall be qualified to tradesman level and shall have desired experience and knowledge on coating system requirement.

Personnel carrying out inspection or verification shall be qualified, Certified NACE Coating inspector or equivalent. Buyer approval shall be obtained prior to deploying the inspection personnel on the job.

4.0 COATING SYSTEMS

- a) All equipment coatings must meet the requirements of this specification and be suitable for use in a coastal onshore environment.
b) The type, brand, number of coats, and colour shall be as specified in the Table. A (Appendix A) and where temperatures shown shall be deemed to be maximum operating temperatures. Colour shall be as specified in Table B-1 (Appendix B) or Table C.1 (Appendix C).
c) One manufacturer shall supply the products for each system.
d) Buyer shall approve selection of products in writing.
e) Only originally sealed intact, identified and undamaged manufacturer's containers shall be used. Any container exhibiting leakage or excess skinning or hard setting shall be discarded.
f) The lead content of inorganic zinc silicates shall not exceed 0.05%.
g) Organic coatings, excluding silicone and silicone acrylic, shall be lead and chromate free and VOC compliant.
h) All insulated pipes shall be fully painted prior to fitting insulation.

5.0 EQUIPMENT AND MATERIALS

The Seller, for site works, shall provide all equipment and materials required to complete surface protection. This shall include, and not be limited to, the following:

- All cleaning, priming and coating materials.
- All equipment to perform washing, surface blasting, and spray coating of the surfaces and all associated appurtenances, and for the disposal of all spent materials etc.
- A stock of Buyer approved blasting material adequate for blasting the respective project scope.
- Ventilation equipment, when needed for confined areas.
- Seller to erect and maintain all painters scaffolding in strict conformance of industrial HS&E norms.
- Hoisting equipment (including Painters spider buggy) which shall be of adequate capacity for all loads that will be encountered.
- Hand held power tools and mixing tools shall be non sparking type 220V with Ground Fault Interrupters (GFI).
- Hand Tools
- All personal Protective clothing and safety equipment for work crews. This shall include and not be limited to, helmets, hard hats, safety footwear, ear protection, safety glasses, gloves, respirator

with appropriate dust/solvent cartridges, skin barrier cream, Zero type filtered blaster hoods, aprons, spats, etc.

- Engine driven generator set and distribution cables of sufficient capacity to power electrical equipment and lighting equipment, inclusive of switch gear, ground fault interrupter(GFI) etc.
- Safety equipment, for elevated height work shall include, safety harness and fall arrest equipment.
- Fire extinguishing equipment of suitable capacity and types to suppress any fire of the materials used and stored on the project location.
- All First Aid items, eye baths must be provided.
- All water treatment equipment and treatment chemicals for elimination of bacteria and harmful chemicals from water that will be used for substrate cleaning.
- All water treatment analysis test kits.

6.0 PAINT STORAGE

6.1 FIRE AND SAFETY

Storage areas shall not constitute a potential fire hazard to the work.

6.2 TEMPERATURE

Paint, thinners, and associated materials shall be kept in fully enclosed, ventilated storage room(s) within the temperature limits and time restraints for storage specified in manufacturer's product data sheets.

6.3 REJECTION

Coating materials that have jelled or otherwise deteriorated during storage shall not be used.

7.0 SURFACE PREPARATION

7.1 PRE-BLAST PREPARATION/PROTECTION

7.1.1 Steel Surfaces

- a) Welding flux in crevices shall be removed.
- b) Burrs, weld splatter, slivers, mill scale, indentations, and other sharp surface projections shall be ground smooth prior to further surface preparation.
- c) Bolt holes shall be drilled and reamed before blast cleaning.

7.1.2 Electrical/Instrumentation

- a) Local mounted instruments, gauges, nameplates, control valve stems, controllers, code stamps, etc., shall be protected to prevent damage during blasting and painting.
- b) Where practical, electrical cable shall be installed after blasting. If not adequate cover shall be provided over the cables to protect them.
- c) Nameplates that are attached in a manner that allows corrosion to occur behind the nameplate shall be removed prior to abrasive blasting and painting and reattached after painting is complete.
- d) Surfaces of adjacent equipment and piping shall be protected from the blasting media.

7.1.3 Mechanical, Piping and Fittings

- a) Flanged valves and any other items that can not be effectively sand blasted and primed after assembly shall be blasted and primed separately prior to assembly. Mating surfaces and threads shall be carefully protected from blasting.
- b) Machined and threaded surfaces shall be protected from damage caused by the blasting medium.

7.1.4 General Clean-up

- a) Before the start of abrasive blasting, oil and/or grease contamination shall be removed in accordance with SSPC-SP 1.
- b) Acid washes or other cleaning solutions or solvents shall not be used on metal surfaces after being abrasive blasted. This includes any inhibitive washes intended to prevent rusting.
- c) Dirt, scale, or other surface contaminants shall be removed prior to the start of abrasive blasting.

7.2 ABRASIVE BLASTING

7.2.1 General

- a) Abrasive blasting shall be performed in an area away from painting operations and freshly coated surfaces.
- b) Abrasive blasting shall be performed using Buyer approved equipment.

7.2.2 Blasting Equipment

- a) Air compressors shall supply a continuous volume of air to each blast nozzle with adequate pressure and volume to achieve the required surface profile.
- b) The compressed air supply shall be provided with dryers and oil mist extractors to keep the air supply dry and oil free.
- c) The cleanliness of the compressed air shall be verified to standard ASTM D-4285, at the beginning of each shift by blowing air without abrasives or coating onto a clean white cloth. If oil or water appears on the cloth, all traps and separators shall be blown down until subsequent white cloth tests show no water or oil.

7.2.3 Abrasive

- a) Unless specifically approved in advance by Buyer, the abrasive shall be mineral slag or a metal shot/grit mixture. Silica sand shall not be used.
- b) The maximum particle size shall be no larger than that passing a No. 16 wire mesh screen and shall be capable of producing the desired anchor profile in the material.
- c) Abrasive material containing any oil, moisture, or impurities (particularly salt or organic material) or inclusions of any kind shall not be used. It shall contain no more than 100ppm of chloride (Na). Flash rust 15 minutes after blasting indicates excessive salt presence, the surface shall be fresh water cleaned then re-blasted using abrasive material meeting the requirements.

7.2.4 Blasting Operations

The use of centrifugal wheels to propel the abrasive, or machine shot blasting, shall be acceptable only if the Seller/sub seller can demonstrate that an anchor pattern with the required surface profile is being produced.

7.2.5 Blast Cleaned Surface Requirements

- a) Abrasive blasted surface profiles in accordance with SSPC-SP-10(Sa 2½) shall be measured using replica tape in accordance with NACE RP-02-87. Surface profiles shall follow Appendix-A coating systems. Profile measurements for abrasive blast cleaned surfaces can also be made with a Keane Tator Profile comparator, Clemtec anchor profile chips, Testex Press-O-Film or other Buyer approved method.

Prior to any coating application the substrate shall be checked for soluble salt contamination using a suitable method and the contamination shall not exceed 5µgm/cm². Surfaces that do not meet these criteria shall be reprocessed.

Should this problem occur on a frequent basis the abrasive medium shall be re-examined for quality and if necessary changed.

- b) Galvanised and aluminium surfaces shall be degreased and zinc salts removed by steam cleaning prior to surface preparation in accordance with SSPC-SP 7 (Sa 1).
- c) Stainless steel surfaces shall be thoroughly degreased and all contaminants removed prior to surface preparation in accordance with SSPC-SP-7. In no case steel abrasives or steel brushes shall be used for this operation.
- d) Abrasive blasted surfaces shall be rendered dust free by “blow-off” with compressed air or vacuum cleaning prior to the application of primer.
- e) A minimum of 100mm around the edges of abrasive blasted areas shall be left bare unless adjoining a newly coated surface. If adjoining a coated surface, blasting shall continue to a minimum of 50mm into the coated surface.

7.3 SURFACES WHICH CANNOT BE ABRASIVE BLASTED

- a) Surfaces which cannot be abrasive blasted shall be degreased by steam cleaning prior to surface preparation in accordance with SSPC-SP 3 with the prior approval of the Buyer.
- b) Care shall be taken not to burnish the metal surface.
- c) Rough edges shall be feathered.

8.0 PRE-CONSTRUCTION PRIMERS

Pre-construction primers may be used. The brand and generic type shall be submitted to the Buyer for prior approval. For equipment that has received shop prime coat, the field coating Seller shall touch-up prime coat and apply additional coats in accordance with the coating schedule. It is the Seller's responsibility to confirm the compatibility between shop and field applied painting systems with reference to the available documents. In case of any conflict, Buyer shall be contacted for resolution.

Use of Pre-construction primer or shop primer as an integral part of final coating system shall only be considered when there is a documented evidence that the surface preparation and the primer applied meets the requirement of the painting system.

9.0 PAINT APPLICATION

9.1 GENERAL

- a) The Seller shall comply with all applicable requirements of the paint manufacturer's specifications regarding surface preparation, paint storage, handling, mixing, safety, application, curing, inspection and testing. The Seller shall have coating manufacturers coating system data sheet (CSDS) for each coating system to be used, containing at least the following information for each product:
 - Surface pre-treatment requirements
 - Film thickness (max, min and specified)
 - Maximum and minimum recoating intervals at relevant temperatures
 - Information on thinners to be used (quantities and type)
 - Coating repair system
- b) Precaution shall be taken to prevent coating from being applied to equipment nameplates, instrument glasses and gauge dials, couplings, shafts, flange and nozzle faces, valve stems, bearing and other machined surfaces.
- c) All equipment components shall be in the fully painted condition prior to final assembly. Any damage due to mechanical handling shall be repaired by Seller/Sub-seller as per the paint manufacturer's specifications with the new coating overlapping the undamaged coatings surrounding the repair area.

9.2 PAINT PREPARATION

Coatings and primers shall be delivered to the jobsite in the original containers bearing the Manufacturer's name, product designation, batch number, shelf life and date of manufacture. Materials which have exceeded the Manufacturer's recommended shelf life shall not be used. Materials shall be used on a first in, first out basis.

9.2.1 Mixing

- a) Before use, coating ingredients in any container shall be thoroughly mixed by power-driven mixers to a smooth and uniform consistency for a minimum of 5 minutes. Hand mixing using paddles shall not be permitted. For two (2) component systems, the catalyst and the coating shall be thoroughly mixed after the catalyst has been added to the coating.
- b) Coating material mixed in the original container shall not be used until all settled pigment is incorporated in the vehicle. This does not imply that part of the vehicle may not be poured off temporarily to simplify the mixing.
- c) Material which does not have a limited pot life, or does not deteriorate on standing, may be mixed any time before using. If settling has occurred, material shall not remain in spray pots or buckets overnight but shall be gathered into a closed container and re-mixed before use.

9.2.2 Thinning

- a) Thinner shall not be added unless necessary for proper application.
- b) Thinning shall not exceed the limitations established by manufacturer.
- c) The thinner shall be as stated on the manufacturer's product specification sheets.
- d) The manufacturer of the coating materials in which it is used shall supply thinner.
- e) When use of thinner is permissible, it shall be added during the mixing process. Painters shall not add thinner after paint has been thinned to the proper consistency.
- f) Thinning shall be done under supervision acquainted with the correct amount and type to be added.

9.2.3 General Application Techniques

- a) Prior to the application of any coat of material, damage to previous coats shall be touched up. Edges of existing coating shall be feathered towards the substrate prior to overcoating.
- b) Coating shall not be placed on edges prepared for field welds or within 100mm of these edges.
- c) Painting shall not be allowed over abrasive blasted areas less than 100 mm away from the un-blasted area.
- d) Each coat shall be uniformly applied as a continuous film of uniform thickness free of pores, skips, sags, and drips. Holidays in the final coat at edges, corners, welds, and inaccessible areas shall be protected by hand brushing with an additional layer of finish coat to meet the specified thickness.
- e) Each coat shall be in a proper state of cure or dryness before the application of the succeeding coat. Material shall be considered dry for recoating when an additional coat can be applied without the development of any detrimental film irregularities, such as lifting or loss of adhesion of the undercoat, and after the manufacturer's minimum recommended drying time has elapsed.
- f) The intermediate coat colours shall be distinctly different from the topcoats. Successive coats of paint shall be applied by cross-hatching the previous coat.
- g) Painters shall be equipped with wet mil gauges and each painter shall make frequent checks of wet film thickness.

9.2.4 Air Spray Equipment

- a) The equipment shall be kept in satisfactory condition for proper paint application.
- b) The air from the spray gun impinging against the surface shall show no condensed water or oil.
- c) Spray equipment shall be kept sufficiently clean so that dirt, dried paint, and other foreign materials are not deposited in the paint film.
- d) Prior to use, equipment shall be purged with thinner compatible with product to be sprayed.
- e) Traps or separators shall be installed between the air source and the spray equipment to remove oil and condensed water from the air.
- f) Traps or separators shall be of adequate size and the drain valves shall be opened slightly to permit continuous draining of condensate during operations.

9.2.5 Brush Application

- a) Coatings shall be brushed on all areas which cannot be properly spray coated for any reason.
- b) Brushing shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained.
- c) Paint shall be worked into all corners and crevices.
- d) Runs or sags shall be brushed out.
- e) Successive coats of paint shall be applied by cross-hatching the previous coat.

9.3 DRYING OF COATED SURFACES

9.3.1 Forced Drying

Paint shall not be force dried under conditions which cause cracking, wrinkling, blistering, formation of pores, or detrimentally affect the condition of the paint.

9.3.2 Dryer Compounds/Accelerators

Dryer compounds or accelerators shall not be added to paint unless specifically called for in the manufacturer's specification for the paint.

10.0 HOT-DIP GALVANIZING

10.1 SPECIFICATIONS

10.1.1 Miscellaneous Steel Products

- a) Gratings and other items so specified on the Contract drawings shall be hot dip galvanised in accordance with ASTM A123 and ASTM A384.
- b) Hot dip galvanising shall provide a minimum zinc deposit of 2.5 ounces/ft² of surface.
- c) Hot dip galvanising of bolts, nuts and washers shall conform with ASTM A153 and ASTM A143.
Note: Bolts and nuts for piping are PTFE coated.

10.2 PROCEDURES

10.2.1 Galvanised Connections

- a) Items to be galvanised shall be galvanised after fabrication.

- b) Where it is impossible to galvanise a completely fabricated unit, joints that must be welded after galvanising shall have the welds metalized after assembly of the unit with Buyer approved procedure.

10.2.2 Painted Connections

- a) Galvanized members that are to be permanently fixed to the structure by welding shall be attached after the supporting members are primed but before topcoats are applied.
- b) The weld and heat-affected zone shall be cleaned of all welding flux, blasted, and coated as per Appendix A.

10.2.3 Repair

- a) Galvanized surfaces that require welding, cutting, drilling, or other preparation and any galvanized surface that has been damaged shall be repaired with Buyer approved coating repair system.
- b) Rust and surface contaminants shall be removed in accordance with SSPC-SP 3. The area shall then be cleaned by solvent washing.
- c) Coating material shall be applied immediately after completion of surface preparation.

11.0 INSPECTION AND TESTING

- a) As a minimum, all surface preparation and coating application work performed shall be inspected as described in Table 11-1. The results of all the tests shall be recorded in a Daily Inspection Report. The proposed Daily Inspection Reports shall be submitted for Buyer approval.
- b) All parts of the work shall be accessible to Buyer / Buyer's representative.
- c) The Buyer/Buyer's representative shall at all times have the right to inspect any tools, materials, or equipment used or to be used in the performance of the coating application.
- d) The Buyer/Buyer's representative shall have the right to reject any and all equipment or work which does not conform to the specifications.
- e) Any defective work or work not conforming to this specification shall be repaired by Seller/ Sub-Seller at no additional time or cost to the Buyer.

**TABLE 11-1
MINIMUM INSPECTION AND TESTING REQUIREMENTS**

Test Type	Method	Frequency	Acceptance Criteria	Consequence
Environmental conditions	Ambient and steel temperature Relative humidity Dew point	Before start of each shift + Twice per shift	In accordance to specified requirements, sec. 3.4	No blasting or coating
Visual examination	Visual for sharp edges and weld spatter, slivers, rustgrade, etc.	100% of all surfaces	No defects Specific requirements sec. 7.0	Defects to be repaired
Cleanliness	a) ISO 8501-1 b) ISO 8502-3	a) 100% visual of all surfaces b) Spot checks	a) In accordance with specified requirements, sec. 7.0 b) Max. quantity and size rating 2	a) Re-blasting b) Re-cleaning and re-testing until acceptable
Salt test	ISO 8502-6 or equivalent	Spot checks	Max conductivity corresponding to 20mg/m ² NaCl	Re-cleaning and re-testing until acceptable
Surface profile	Comparator or Stylus Instrument (ISO 8503)	Each component or once per 10m ²	As specified, sec. 7.2	Re-blasting
Visual examination of coating	Visual to determine <ul style="list-style-type: none"> • Curing • Contamination • Solvent retention • Pinholes / popping • Sagging • Surface defects 	100% of surface after each coat	According to specified requirements, sec. 13.0 and 14.0	Repair of defects
Holiday detection	NACE RP0188 Voltage, ref table 1	100% of surface after final coat or as required	No holidays	Repair and re-testing
Film thickness	SSPC-PA 2 calibration on smooth surface	SSPC-PA 2	SSPC-PA 2 and coating system data sheet	Repair, additional coats or re-coating as appropriate
Adhesion	ISO 4624 using pneumatic or hydraulic equipment	Spot checks	Ref. notes below	Coating to be rejected
Chloride content of abrasive material	To be provided by Sub-Contractor and approved by Contractor and Company		< 100 parts per million chloride by weight	To be provided by Sub-Contractor and approved by Contractor
Cathodic Disbondment	Part of prequalification of coating, according to ASTM G8, duration 30 days		Max disbonding 10 mm	Coating to be rejected

Note:

Daily Inspection Report

A Daily Inspection Report shall be maintained by the Seller.

Environmental Conditions

Prior to commencement of any surface preparation and coating application the steel temperature, ambient temperature, dew point and relative humidity shall be measured and recorded on the Seller's Daily Inspection Report. A psychrometer shall be used to determine the relative humidity.

Surface Cleanliness and Surface Profile

These assessments shall be carried out at random locations over the whole structure to provide an accurate assessment of the surface cleanliness and the surface profile. The results shall be recorded on the Seller's Daily Inspection Report.

Adhesion

Absolute minimum value is 5.0 MPa, unless otherwise agreed with Buyer.

INSPECTION RECORDS AND REPORTS

The Buyer shall have the right to inspect the paintwork at all stages of preparation and to reject any tools, instruments, materials, equipment or work that do not conform to this specification.

- a) As a minimum requirement for each system the following aspects of the work shall be documented and recorded on the Coating Inspection Report:
- General
 - Names of the Seller and the responsible personnel.
 - Dates when work was carried out.
 - Materials Preparation
 - Equipment and techniques used.
 - Materials receipt condition.
 - Type and calibration of instruments used.
 - Environmental Conditions
 - Weather and ambient conditions.
 - Painting periods
 - Surface Preparation
 - Condition of surface before preparation.
 - Tools and methods used to prepare surface.
 - Condition after preparation.
 - Surface contamination test results.
 - Paints and Painting
 - Condition of surface before paint application.
 - Information on systems being applied.
 - Mixing and testing prior to application.
 - Paint application techniques.
 - Testing
 - Type of quality control checks carried out, and results.
 - Compliance or otherwise with specification.

13.0 REPAIR OF DAMAGE TO SHOP PAINT

- a) Where shop paint has been damaged in handling, damaged and loosely adhering paint shall be removed and the surface thoroughly cleaned by blasting wherever possible or by power tools if conditions do not permit blasting.
- b) Edges of the breaks shall be feathered using sandpaper or emery cloth and the designated number of prime and finish coats applied.
- c) Damaged to the finish coating prior to delivery shall be repaired and refinished.

14.0 SITE PAINTING AND REPAIR

- a) The type, number of coats, and thickness of coatings shall be as specified in Appendix A.
- b) The installation Seller shall touch up coatings that have been damaged during transport and installation.
- c) Minor coating repairs made necessary as a result of normal installation procedures, i.e., removal of installation aid and sling damage, etc., shall be performed in accordance with Section 13.0
- d) Installation Seller shall paint structural and piping interface connection areas.
- e) Surface preparation of the structural and piping interface connection areas shall be in accordance with Section 7.0 of this specification.

15.0 COLOUR STANDARD SCHEDULE

- a) The Buyer colour-coding standard (if any) takes precedence, otherwise the following colour schedule shall be followed.
 - The final coat colours of all equipment piping and structural shall be as defined in Appendix B.
 - Process piping shall be identified with two inches wide colour bands of suitable material at each side of a deck/wall penetration, close to equipment or where it is necessary to identify a piping system as Appendix C.

APPENDIX A

COATING SYSTEMS

TABLE A

TABLE A

COATING SYSTEMS

SYSTEM NO. 1	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Primer Coat	One coat Zinc rich epoxy primer	50 – 75
Intermediate Coat	One coat polyamide cure high build epoxy	150 – 200
Finish Coat	1 coat Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		250 – 300

SYSTEM NO. 2	APPLICATION	DFT (MICRONS)
	Steel Decking/Non-slip steel surfaces	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Primer Coat	Epoxy Zinc rich Primer	50-75
Intermediate coat	Epoxy High Build/mastic with entrained aggregate.	300-350
Final	Polyurethane-Finish	50-75
Total Dry Film Thickness (DFT) microns		400-500

SYSTEM NO. 3	APPLICATION	DFT (MICRONS)
	Onshore Steel Flare Structure and low maintenance areas.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
	Thermal Spraying of Aluminium Silicon resin finish (for use up to 450°C)	200-250 30 - 50
Total Dry Film Thickness (DFT) microns		230 - 300

SYSTEM NO. 4	APPLICATION	DFT (MICRONS)
	Uninsulated exterior surfaces of Carbon steel vessels, exchangers, Storage tanks, piping, pumps and other equipment or process skid units (including support structures) with surface temperatures not exceeding 120°C. Electrical and Instrumentation cabinets, Local panels, Motors and electrical machinery.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP-10) with 25 – 50 microns surface profile	
Primer Coat	Inorganic zinc rich epoxy	50 – 75
Intermediate Coat	1 coat polyamide cured high build epoxy Note (1)	150 – 200
Finish Coat	1 coat Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		250 – 300

Note (1) Desired coat thickness may be achieved by the application of additional number of coats with lower film thickness provided each coat is applied and cured in accordance with the coating manufacturer's recommendation.

SYSTEM NO. 5	APPLICATION	DFT (MICRONS)
	Uninsulated exterior surfaces of Carbon steel vessels, piping, pumps and other equipment or process skid units (including support structure), with surface temperatures above 120°C and not exceeding 250°C	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP-10) with 25 – 50 microns surface profile	
Primer Coat	Inorganic zinc silicate (self cure)	40-50
Intermediate Coat/ Finish Coat	High Temperature Silicone Acrylic	50
Total Dry Film Thickness (DFT) microns		100

SYSTEM NO. 6	APPLICATION	DFT (MICRONS)
	Uninsulated exterior Carbon Steel surfaces with Temperature exceeding 250°C like Flare stacks, Chimneys, Exhausts, vents, and pipework up to 450°C.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP-10) with 25 – 50 microns surface profile	

Primer Coat	Inorganic zinc silicate (self cure)	40-50
Finish Coat	High Temperature Silicone Aluminium	2 x 25
Total Dry Film Thickness (DFT) microns		100

Note: For surface temperature above 450°C two coat of 100µm Poly-siloxane system can be used.

SYSTEM NO. 7	APPLICATION	DFT (MICRONS)
	Uninsulated exterior austenitic stainless steel surfaces operating up to 120°C and closed spaces subject to condensation.	
Surface Preparation	Solvent degrease, sweep blast to achieve an anchor profile of approximately 45 microns	
Primer Coat	1 coat epoxy Primer	50 – 75
Intermediate Coat	1 coat epoxy Polyamide	150 – 200
Finish Coat	1 coat Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		250 – 300
SYSTEM NO. 7A	APPLICATION	DFT (MICRONS)
	Uninsulated exterior austenitic stainless steel surfaces operating between 121°C & 200°C and closed spaces subject to condensation.	
Surface Preparation	Solvent degrease, sweep blast to achieve an anchor profile of approximately 25-45 microns	
Primer Coat	1 coat High temperature Silicone Acrylic	30
Finish Coat	1 coat High temperature Silicone Acrylic	30
Total Dry Film Thickness (DFT) microns		60

NOTES:

1. ***Abrasive used shall be non-metallic and chloride free.***
2. ***All paints shall be free from both chloride and low melting point metals in any form.***

SYSTEM NO. 8	APPLICATION	DFT (MICRONS)
	Galvanised Steel Surfaces	
Surface Preparation	Cleaning with Alkaline detergent followed by fresh water wash.	
Primer Coat	1 coat etch primer of epoxy	10 – 15
Intermediate Coat	Polyamide Cure Epoxy	50 – 75
Finish Coat	Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		100 – 125

SYSTEM NO. 9	APPLICATION	DFT (MICRONS)
	Internal surface of Tank for Diesel storage.	
Surface preparation	Solvent degrease, near white metal blast (SSPC-SP-10) with surface profile 50 – 75 microns	
Coating Materials	2 coats of high build epoxy phenolic	2 x 125 = 250
Total Dry Film Thickness (DFT) microns		250

SYSTEM NO. 10	APPLICATION	DFT (MICRONS)
	Internal surface of vessel/Tank for Fire water , Service water and Potable water(*) storage	
Surface preparation	Solvent degrease, near white metal blast (SSPC-SP-10) with surface profile 50 – 75 microns	
Coating Materials	2 coats of high build Polyamide cure epoxy	2 x 125 = 250
Total Dry Film Thickness (DFT) microns		250

Note: () For Potable water storage the paint shall be certified for potable water storage*

SYSTEM NO. 11	APPLICATION	DFT (MICRONS)
	Inside Bottom plates (underside) of all Onshore storage tanks	
Surface preparation	Solvent degrease, near white metal blast (SSPC-SP-10) with surface profile 50 – 75	
Primer Coat	Not required	
Intermediate coat	Option 1 - Belzona 5811 (Note 1)	250
	Option 2 - Coal Tar Epoxy (Note 2)	125 - 140
Finish Coat	Option 1 – Belzona 5811 (Note 1)	250
	Option 2 - Coal Tar Epoxy (Note 2)	125 - 140
Total Dry Film Thickness (DFT) microns for Belzona 5811		500
Total Dry Film Thickness (DFT) microns for Coal Tar Epoxy		250 - 280

NOTES:

1. This product is the preferred HSE option and the Belzona requirements relating to the application and usage as defined in their Instructions for Use, Product Specification Sheet and Material Safety Data Sheets (for Solidifier and Base) shall be complied with.

2.) This product shall only be used by personnel who have been advised of the potential risk to their health, who are fully equipped with appropriate PPE, and who are adequately supervised to ensure that the PPE is worn at all times that the product is in use"

SYSTEM NO. 12	APPLICATION	DFT (MICRONS)
	Internal surface of Process vessels like Liquid Separator, Production Separator and Flare KO Drums.	
Surface preparation	Solvent degrease, white metal blast (SSPC-SP-5) with 75-100 microns surface profile	
Coating Materials	Glass Flake Vinyl Ester Lining	2 x 500=1000
Total Dry Film Thickness (DFT) microns		1000

SYSTEM NO. 13	APPLICATION	DFT (MICRONS)
	Internal surface of Glycol and Methanol Tanks	
Surface preparation	Solvent degrease, white metal blast (SSPC-SP-5) with 75-100 microns surface profile	
Coating Materials	2 coats of two pack solvent free epoxy	2 x 300=600
Total Dry Film Thickness (DFT) microns		600

SYSTEM NO. 14	APPLICATION	DFT (MICRONS)
	Fire proofing (Carbon steel)	
Surface preparation	NACE No.1 / SSPC – SP 5 (H)	50 to 75 µm (2 to 3 mil)
Coating Materials	Prime Coat : Epoxy / phenolic	150 µm (6.0 mil)
	Finish Coat : Epoxy / phenolic	150 µm (6.0 mil)
Total Dry Film Thickness (DFT) microns		

SYSTEM NO. 15	APPLICATION	DFT (MICRONS)
	Insulated Carbon steel & Austenitic stainless steel exterior surfaces of Vessels, exchangers, Storage tanks, piping, pumps and other equipment or process skid units (including support structures) with surface temperatures up to 150°C.	
Surface Preparation	Solvent degreases, sweep blast to achieve an anchor profile of 25 – 45 microns	
Primer Coat	1 coat immersion grade epoxy phenolic	125
Finish Coat	1 coat immersion grade epoxy phenolic	125
Total Dry Film Thickness (DFT) microns		250

SYSTEM NO. 16	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Primer Coat	One coat Zinc rich epoxy primer	50 – 75
Total Dry Film Thickness (DFT) microns		50 –75

SYSTEM NO. 17	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Intermediate Coat	One coat polyamide cured high build epoxy	150 – 200
Total Dry Film Thickness (DFT) microns		150 –200

SYSTEM NO. 18	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Finish Coat	1 coat Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		50 –75

SYSTEM NO. 19	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Primer Coat	One coat Zinc rich epoxy primer	50 – 75
Intermediate Coat	One coat polyamide cure high build epoxy	150 – 200
Total Dry Film Thickness (DFT) microns		200 –275

SYSTEM NO. 20	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
Surface Preparation	Solvent de-grease, near white metal blast (SSPC-SP10) with 25 – 50 microns surface profile	
Primer Coat	One coat Zinc rich epoxy primer	50 – 75
Finish Coat	1 coat Aliphatic Polyurethane	50 – 75
Total Dry Film Thickness (DFT) microns		100 –150

SYSTEM NO. 21	APPLICATION	DFT (MICRONS)
	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	
One Coat	One coat Zinc rich epoxy primer	50 – 75
	OR	
	One coat polyamide cured high build epoxy	150-200
	OR	
	1 coat Aliphatic Polyurethane	50-75

NOTES:

1. For stainless steel, abrasive used shall be non-metallic and chloride free.
2. All paints shall be free from both chloride and low melting point metals in any form.

A. COLOUR CODE FOR:

COLOUR CODE (IS 2379 – 2006)			
[APPLICABLE FOR WELLHEAD INSTALLATION]			
No	ITEM	COLOUR	RAL
1.	Process Gas Lines	Yellow	1026
2.	Process Liquid (Well Fluid)	Brown	8016
3.	Crude oil	Graphite Black	9011
4.	Hot oil	Green	6004
5.	Fuel gas	Yellow	1026
6.	Flare Gas Lines	Yellow	1026
7.	Inhibitor	Violet	4008
8.	Fuel Gas Line	Yellow	1026
9.	Diesel	Brown	8008
10.	Lube oil	Light Brown	1011
11.	Fire Water	Red	3000
12.	Potable Wate	Pastel Green	6019
13.	Produced Water	Green	6024
14.	Steel structures, stairway, handrails, skid supports, ladders, and Foundations	Iron Grey	7011
15.	Steel buildings, walls, doors & window frame	White	9010
16.	Pressure vessels	Off white	1013
17.	Tanks (Well Testing)	Camouflage	
18.	Valves, NRV, & Strainer	Dark Grey	7024
19.	PSV / TRV	Fire Red	3000
20.	Skid	Jet Black	9005
21.	Electrical Equipment	Light Grey	7035
22.	Rotating Equipment: Pumps-Compressors -Fans-Motors	Light Grey	7035
23.	Fire protection Materials and Equipment	Fire Red	3000
24.	Internal walls/ceilings of equipment enclosure	White	9010
25.	Gate	Yellow	1026
26.	Fencing	Aluminium	--
27.	Light Pole	Aluminium & Black at bottom	--
28.	Monolithic Insulation Joint	Fire Red	3000

SPECIAL CONDITION:

1. Recommended Paint Manufacturer:

- i. Hempel
- ii. Juton
- iii. Burger
- iv. Asian Paints
- v. Kansai Nerolac Paints Ltd
- vi. Akzo Nobel India Ltd
- vii. Indigo Paints
- viii. Nippon Paint (India) Private Limited

2. MINIMUM STOCK LEVEL TO BE MAINTAINED

No	Element	Description	Minimum Stock
1	PPE	Goggles	10 no
		Hand glove	50 Pairs
		Mask	10 no
		Fall Arrestor	4 no
		First Aid Box	1 set.
2	Power Tool	Pneumatic Chipper (Non Spark)	4 set
		Buffing Machine	2 set
		Buffing Brush	50 no
		Paint Mixer	1 no
		Air Compressor with 50 m Hose	1 unit
3	Hand Tools	Brass Chipper	20 no
		Wire Brush	20 no
		Emry Paper 2" x 20 m Roll	5 Rolls
		Cotton Waste	50 Kg.
		Mask Tape (2" x 50 m)	5 Rolls
4	Scaffolding	Pipe (1.5" , GI)	100 m3
		Jaly 2m	10 no
		Clamps	100 no
5	Paint & Solvent	Thinner	50 Lts
		Primer	50 Lts
		Rust Convertor	10 Lts.
		Intermediate	50 Lts
		Finish Coat	50 Lts

PENALTY

No	Penalty Clause	Penalty Amount
1.	Minimum Stock Level not Maintained	Rs. 500/ day
2.	Paint supply is not from Approved Vendor	Rs. 1000/ Per observation
3.	Paint Quality: Expiry Date	Rs. 1000/ Per observation
4.	Premature Failure of Surface Coating.	Redoing
5.	Hazardous Waste storage not as per guideline	Rs. 500/ Per observation
6.	HSE Violation by Individual	Rs. 100/ Person

RESPONSIBILITY MATRIX

For the scope of work for supply & application of surface coating systems in Bhaskar field.

S. No.	Item Description	Responsibility	
		SunPetro	Contractor
1.	Supply of PPE: Goggles, Mask, Hand gloves, Helmet, Fall Arrestor	x	√
2.	PTW	√	√
3.	Supply of Scaffolding Material	x	√
4.	Supply of Power Tool: Pneumatic Chipper, Buffing Machine	x	√
5.	Supply of Hand Tools: Brass Chipper, Scraper, Wire Brush, Emry Paper	x	√
6.	Supply of Paint mixer – Electric / Pnumatic	x	√
7.	Supply of paint from specified Manufacturer only along with MSDS	x	√
8.	Manufacturer's certificate for supply of paints.	x	>
9.	Application of paint including scaffolding, as applicable	x	√
10.	Food, Accommodation & Transportation for Contractor's personnel	x	√
11.	QA /QC	√	x
12.	Documentation & Record	x	√
13.	Storage of Paints in a Safe Area (Non-Hazardous Area) in a container	x	√
14.	Hazardous Waste (Cotton Waste, Empty paint container) Storage & Disposal	x	√

Bid Evaluation Criteria

1. Bidder should be a regular Service provider for Surface Coating in Oil & Gas Industry, Petro chemical Plant.
2. Track Record: Surface Coating Job carried out in Oil & Gas Industry more than 30,000 m² in last 3 Year.
3. Bidder should have an established organisation for providing service in Gujarat.
4. Average turnover of the bidder during last 3 financial years (2023-24, 2024-25 & 2025-26) should not be less than Rs. 50 lakhs per year.

ANNEXURE-B

PRICE SCHEDULE

Bidders shall quote for Hiring of Services for Surface Coating Systems in Bhaskar field in the following format:

1. Work includes application of surface coating as per specified coating system. This includes all consumables and equipment's required for application of Paints as per Specification.
2. Paint shall be supplied by SunPetro as Free issue Material or else Contractor shall procure the same from authorized dealers of approved manufacturers of paint (JUTON, BURGER, ASIAN, INDIGO, HAMPEL, KANSAI NEROLAC, AKZO NOBEL & NIPPON PAINT). The rates quoted under Column (C) shall be applicable in case Paint is provided by Contractor.

SN	Coating System	UoM	Est. Qty (A)	Service Charge without Paint		Service Charge including cost of Paints	
				Unit Rate without Paint (B)	Total Amount (A x B)	Unit Rate with Paint (C)	Total Amount (A x C)
1	Onshore plant steel structures, ladders etc.	M ²	1000				
2	Steel Decking/Non-slip steel surfaces	M ²	500				
3	Onshore Steel Flare Structure and low maintenance areas.	M ²	100				
4	Uninsulated exterior surfaces of Carbon steel vessels, exchangers, Storage tanks, piping, pumps and other equipment or process skid units (including support structures) with surface temperatures not exceeding 120°C. Electrical and Instrumentation cabinets, Local panels, Motors and electrical machinery.	M ²	1000				
5	Uninsulated exterior surfaces of Carbon steel vessels, piping, pumps and other equipment or process skid units (including support structure), with surface temperatures above 120°C and not exceeding 250°C	M ²	50				
6	Uninsulated exterior Carbon Steel surfaces with Temperature exceeding 250°C like Flare stacks, Chimneys, Exhausts, vents, and pipework up to 450°C.	M ²	500				
7	Uninsulated exterior austenitic stainless steel surfaces operating up to 120°C and closed spaces subject to condensation.	M ²	100				
7A	Uninsulated exterior austenitic stainless steel surfaces operating between 121°C & 200°C and	M ²	100				

	closed spaces subject to condensation.						
8	Galvanised Steel Surfaces	M ²	500				
9	Internal surface of Tank for Diesel storage.	M ²	10				
10	Internal surface of vessel/Tank for Fire water, Service water and Potable water(*) storage	M ²	10				
11	Inside Bottom plates (underside) of all Onshore storage tanks	M ²	100				
12	Internal surface of Process vessels like Liquid Separator, Production Separator and Flare KO Drums.	M ²	10				
13	Internal surface of Glycol and Methanol Tanks	M ²	10				
14	Fire proofing (Carbon steel)	M ²	50				
15	Insulated Carbon steel & Austenitic stainless steel exterior surfaces of Vessels, exchangers, Storage tanks, piping, pumps and other equipment or process skid units (including support structures) with surface temperatures up to 150°C.	M ²	100				
16	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	500				
17	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	500				
18	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	500				
29	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	1000				
20	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	6000				
21	Onshore plant steel structures, ladders, piping, tank, vessels, Pumps, Valves, Tanks, Heat Exchangers etc.	M ²	3000				
			TOTAL AMOUNT (INR)				

Note:

1. Estimated quantities are indicative & payment shall be made based on actual work carried out at site.
2. For Items from S.No. 1 to 21, scope of work includes supply & application of surface coatings as per specifications as mentioned in Scope of work & price schedule.

3. Above Price shall be inclusive of all taxes and duties except GST which will be paid extra as applicable.
4. For Supply items, prices shall be on FOR Bhaskar Field, Gujarat basis only and shall be inclusive of P&F, Freight, Transit Insurance, Loading, Unloading etc.
5. Above charges are inclusive of all charges such as transportation (Mobilization & Demobilization), lodging, boarding, accommodation, travel and incidental expenses, out of pocket expenses etc. whatsoever. SunPetro shall pay only quoted rates plus GST as applicable.
6. No additional charges are payable apart from rates indicated above.

ANNEXURE-C

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)

1.1. 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:

- 1.1.1. "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.
- 1.1.2. "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.
- 1.1.3. "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.
- 1.1.4. "Approved and Approval" shall mean approved or approval in writing by the Company.
- 1.1.5. "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.
- 1.1.6. "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section-VII* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- "Contract value" shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the Works & services to be provided under the Contract including but not limited to the Mobilization Charges, Demobilization Charges, unit rates, cost of consumables etc. as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value; however, the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 1.1.7. "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 1.1.8. "Certificate of Release and Final Payment" is the certificate issued by SunPetro as per the terms of Clauses mentioned herewith.
- 1.1.9. The word "Contractor" is "M/s. _____" and includes its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 1.1.10. "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.
- 1.1.11. "Contractor's Equipment" shall mean all the equipment(s), units etc. along with scaffolding systems, abrasive blasting equipment, air compressors, spray painting equipment, inspection instruments, access systems, auxiliary, plant, machines, spares, facilities, miscellaneous

materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section-III*.

- 1.1.12. Contractor's Personnel" shall mean each individual and / or the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 1.1.13. "Commencement Date" shall mean the date when the Contractor has mobilized required manpower, equipment and materials and is ready to commence the Work at Site.
- 1.1.14. "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 1.1.15. NA
- 1.1.16. NA
- 1.1.17. "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the Consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 1.1.18. "Company Group" shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group.
- 1.1.19. "Contract", "Agreement" or "Contract Document" (as per par 1.1.2 above)
- 1.1.20. "Daily Progress Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 1.1.21. "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 1.1.22. "Defect Liability Period" means the period of validity of the warranties and guarantees given by the Contractor commencing at Operational Acceptance of the facilities or a part thereof by the Company, during which the Contractor would be responsible for defects with respect to the facilities (or the relevant part thereof) as per the term of the Contract.
- 1.1.23. "Demobilization" shall mean the actual demobilization of contractor's equipment and contractor's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, removal of temporary facilities, scaffolding, waste materials, equipment and restoration/cleaning of the work area to the full satisfaction of the Company. SunPetro will issue the de-mobilization letter for the services as and when requirement ends.
- 1.1.24. **NA**
- 1.1.25. "Effective Date" shall be the date of issue of NOA (Notification of Award) /LOI(letter of Intent) / LOA(Letter of Award) / Work Order or as specified by Company.
- 1.1.26. "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and annexures.
- 1.1.27. NA
- 1.1.28. "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- 1.1.29. "Good Oilfield Practices" means good international petroleum industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 1.1.30. "Government" shall mean Government of India or Government of State, or any Contract political subdivision or administrative agency thereof and/or their respective representatives having jurisdiction over the Work performed under this Contract.

- 1.1.31. "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 1.1.32. Interpretation
- Reference to "Section", " Para " "Clause" "Article" and "Provision" shall have the same meaning.
 - The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
 - Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - Reference to Applicable Laws shall also include amendments and extensions thereto.
- 1.1.33. NA
- 1.1.34. "Letter of Intent / Letter of Award / Notification of Award /Work Order" or "LOI / LOA / NOA/ WO" shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by Company.
- 1.1.35. "Mobilization" shall mean the actual mobilization of manpower, painting equipment, scaffolding, consumables, coating materials and associated resources required for execution of the Work., along with auxiliary equipment and contractor's personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro will issue the mobilization letter for the services as and when requirement comes.
- 1.1.36. "Operational Acceptance" means the acceptance by the Company of the facilities (or any part of the facilities where the Contract provides for acceptance of the facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the facilities (or the relevant part thereof) in accordance with the technical specifications, related provisions in GCC and related provisions in the SCC.
- 1.1.37. "Operator" shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 1.1.38. "PSC" shall mean the production-sharing contract entered between the Government of India and SUNPETRO consortium as its consortium.
- 1.1.39. "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 1.1.40. "Provisional Completion/Acceptance" shall mean the certificate so issued by the Owner, subject to the fulfillment of the terms described under the SOW/tender document.
- 1.1.41. "Services" shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and SunPetro.
- 1.1.42. "Sun Petro " / "SPPL" shall mean Sun Petrochemicals Private Limited.
- 1.1.43. "SunPetro' s Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 1.1.44. NA
- 1.1.45. "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 1.1.46. "SunPetro Designated Base" shall mean designated jetty, offshore platform or any other location specified by Company as informed by Company. However, the contractor shall store/warehouse its equipment and materials at its own costs & risks.

- 1.1.47. "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Contractor to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in *Attachment #1* hereof.
- 1.1.48. "Rates" or "Rate" shall mean the applicable rates of compensation to be paid to Contractor for work hereunder as set forth in the Price Schedule.
- 1.1.49. "Termination Date" shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.
- 1.1.50. "NA
- 1.1.51. NA
- 1.1.52. NA
- 1.1.53. "Work Location" means the designated offshore platform or any other Company specified location. .
- 1.1.54. "Willful Misconduct" means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 1.1.55. "Work" shall mean the Work provided by Contractor which includes providing but not limited to surface preparation, abrasive blasting, painting, inspection, scaffolding, waste management and associated activities, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 1.1.56. "Work Site / Work Location" shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 1.1.57. "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.
- 1.2. **DURATION OF CONTRACT:**
- 1.2.1 The contract shall be valid for 3 Years with provision for extension of contract for further period of 1 year at same rates, terms & conditions at discretion of SunPetro .
- 1.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability:**
- Commencement date: Date of issue of LOA / LOI / Contract
 - Completion date of contract: Expiry Date of Contract
 - Termination Date: Expiry of the Contract
- 1.3. **Materials, Supplies, Equipment, Services and Personnel / Supply of the Goods and Delivery**
- 1.3.1. Any item Works / services requested by Company during contract period to complete the work shall be provided by Contractor.
- 1.3.2. The Contractor shall provide all manpower, supervision, paints, consumables, chemicals, abrasives, tools, tackles, scaffolding, equipment, inspection instruments and services required for execution of the Work in accordance with the Scope of Work.
- 1.3.3. The Contractor shall mobilize and provide all manpower, supervision, materials, consumables, equipment, machinery, tools, tackles, temporary facilities, vehicles, software, documents, technical support, services and all other resources necessary for execution and completion of the Work in accordance with the Scope of Work, Specifications and other requirements of the Contract.
- 1.3.4. Mobilisation/Delivery Period: The Contractor confirms that all manpower, materials, equipment, machinery, consumables, tools, temporary facilities and other resources required for execution of the Work shall be mobilized, delivered or otherwise made available within (to be quoted by the Contractor) from the date of issuance of the LOA/LOI/Work Order or such other date as may be specified by the Company.

The Contractor shall ensure that all resources mobilized or supplied are suitable, serviceable and comply with the requirements of the Contract and applicable statutory regulations.

1.3.5. Work location/Site: The Work shall be carried out and/or the materials, equipment and services shall be delivered at such Project Site(s), designated location(s), warehouse(s), plant(s), office(s), port(s), jetty(ies), offshore installation(s), facility(ies) or any other location(s) as may be specified by the Company from time to time during the execution of the Contract.

1.3.6. Transportation, Packing and Handling: The Contractor shall be solely responsible for transportation, packing, preservation, loading, unloading, handling, storage and protection of all manpower, materials, consumables, equipment, machinery, tools, temporary facilities and other resources until completion of the Work or as otherwise specified in the Contract, except to the extent expressly provided otherwise in the Scope of Work or Responsibility Matrix.

1.3.7. Time for mobilization, delivery, execution and completion of the Work shall be of the essence of the Contract.

In the event that mobilization, delivery or execution of the Work is delayed as a result of:

- a. an event of Force Majeure;
 - b. a written instruction issued by the Company requiring postponement or suspension of the Work; or
 - c. the Company's failure to fulfil any of its obligations under the Contract,
- the Contractor shall be entitled to an extension of time equal to the period of such delay, subject to submission of a written request and approval by the Company.

1.3.8. **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.

1.3.9. 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.

1.3.10. **Title and risk of loss**

- I. The Contractor shall remain solely responsible for and bear all risks relating to its manpower, materials, consumables, equipment, machinery, tools, temporary facilities and other resources deployed or supplied for execution of the Work until completion of the Work or transfer in accordance with the Contract.
- II. The Contractor shall be responsible for any loss, damage, theft or deterioration of its materials, equipment or property arising out of improper packing, transportation, handling, storage or use during execution of the Contract.
- III. The Contractor shall maintain adequate insurance coverage, wherever required under the Contract or applicable law, for its personnel, materials, equipment and other assets deployed for execution of the Work.
- IV. Title to all permanent Works, materials or equipment intended to form part of the completed Project shall pass to the Company in accordance with the applicable provisions of the Contract, without prejudice to the Contractor's obligations relating to warranty, guarantee or defect liability.

1.4. **INSPECTION AND TESTING**

- I. The CONTRACTOR shall, at its own cost, be responsible for carrying out all tests and inspections of the Work, Materials, Equipment, Services and Deliverables, as applicable 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 Work, Materials, Equipment, Services or Deliverables 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 Work, Materials, Equipment, Services or Deliverables at any stage of execution, manufacture, fabrication, supply, installation, commissioning or completion, wherever located 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 Work, Materials, Equipment, Services or Deliverables 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 t Work, Materials, Equipment, Services or Deliverables at any reasonable stage during execution or after completion to the COMPANY in accordance with this CONTRACT. If the same 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.
- VI. **Inspection of Company Equipment**
Contractor shall have right to inspect and get satisfied on the company equipment; company will provide the full access to the contractor.
- VII. **Inspection of Contractor Equipment**
Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost.

All materials, equipment and consumables supplied under the Contract shall conform to the specifications, standards and quality requirements stipulated in the Contract documents and, wherever applicable, shall possess adequate residual shelf life and manufacturer's warranty. Documentary proof shall be furnished whenever requested by the Company.

Any substandard material received/delivered at site shall be rejected outright. Inspection or approval by Company shall not relieve Contractor of warranty obligations

1.5. **EXPEDITING**

- I. CONTRACTOR shall be solely responsible for timely execution and performance in accordance with the requirements of the CONTRACT and for expediting all matters relating to the CONTRACT and sub-orders with its suppliers. The Work, Materials, Equipment, Services and Deliverables under this Contract shall be subject to monitoring and expediting by the COMPANY and CONTRACTOR shall bear all costs of such expediting.
- II. COMPANY's REPRESENTATIVES shall be afforded free access during working hours to CONTRACTOR's plants/facilities, and CONTRACTOR agrees to procure a similar right for COMPANY, for expediting purposes with respect to CONTRACTOR's suppliers. The CONTRACTOR shall furnish periodic progress reports in the format and frequency specified by the COMPANY or whenever requested.
- III. CONTRACTOR shall notify COMPANY in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

1.6. **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, within the time schedule specified in this CONTRACT.
- II. Prior to finalization of any DOCUMENT, the CONTRACTOR shall, if requested by the COMPANY or where required by the CONTRACT, submit such DOCUMENT to the COMPANY for review and/or approval. The COMPANY shall respond to the CONTRACTOR in respect of any such DOCUMENT within the time specified in this CONTRACT (or if no time is specified, within a reasonable period of time).
- III. All DOCUMENTS shall be fit for the purposes specified in the CONTRACT.
- IV. Subject to Clause V below, all DOCUMENTS prepared, produced or created by the CONTRACTOR for the COMPANY pursuant to this CONTRACT shall become the property of the COMPANY and title to, and copyright in, such DOCUMENTS shall vest in the COMPANY from the date of commencement of such preparation, production or creation.
- V. Nothing in Clause IV above shall give the COMPANY any right or CLAIM over any item prepared, produced or created by the CONTRACTOR outside this CONTRACT or which was in existence prior to the date of this CONTRACT, provided that the COMPANY shall have the right to possess and use any such item where it is provided to the COMPANY as part of the DOCUMENTS.

1.7. 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.

1.8. COMPANY'S WORK /COMPLETION PROGRAMME

1.8.1. Work Programme:

The completion schedule for the Work shall be as specified in the Scope of Work, Contract Documents or as directed by the Company. The Contractor shall submit a detailed execution schedule/programme in the format and software specified by the Company for review and approval.

- 1.8.2. Contractor to Comply with Company's Work / Completion/Works Programme. Contractor shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's Work / Completion / Works programme which are to be provided by Contractor are complied with and to ensure that Company's other contractors are afforded all reasonable facilities to similarly comply as appropriate. Contractor shall carry out checks on any of the requirements of the Work / Completion / Works programme, as directed by Company and record and report the results of such checks to the Company.

- 1.8.3. Work shall be completed as directed by SunPetro.

1.9. PERFORMANCE OF THE WORK/SERVICES/SUPPLIES

1.9.1. Conduct of Services /supplies

The Services shall be performed by Contractor in accordance with Good international petroleum industry practices. The Contractor shall be responsible for all interface issues, related to providing multiple services under the umbrella of Integrated Services as required as per scope of work / services / supplies.

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

1.9.3. Discipline

- 1.9.3.1. Contractor shall maintain at all times strict discipline and good order among its employees and subcontractors and shall abide by and conform to all reasonable rules and regulations promulgated by Company governing the scope of work/supplies.
- 1.9.3.2. Contractor shall and shall ensure that its employees and subcontractors are qualified, experienced & trained and shall, comply with the all Conditions set forth in scope of work /supplies. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of work/supplies shall constitute grounds for termination of this Contract.
- 1.9.3.3. Company has the right to ask contractor to change / replace its personnel for misbehaving / indiscipline during contract period. Contractor will replace person, within 5 working days without affecting the work progress.

1.9.4. **Legal Requirements**

Contractor shall apply for and obtain all necessary certifications, permits, licenses and authorizations for personnel, equipment and technology required in India, including any authorizations or licenses from any governmental body for use of Contractor's Personnel or technology in the Services or the export of such technology to India.

Provident Fund Act:

No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act:

No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments:

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

Labour Welfare Cess:

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

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

1.10. **TERMINATION BY COMPANY**

1.10.1. Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by Company Representative along with demobilization charges, if any.

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

If the Contractor fails to timely mobilize the Materials or Equipment required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor. Company shall also have the right to forfeit the PBG.

B. Termination for events specified below:

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

a) Makes a general assignment for the benefit of its creditors; or

- b) Refuses or fails to Work enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- c) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- d) Is in breach of Applicable Law; or
- e) Otherwise breaches the provisions of the contract or part thereof; or
- f) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- g) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

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

C. Termination in the event of Force Majeure

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

Consequences of Termination:

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

D. Termination for Convenience

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

E. Termination for non-performance or non-completion or non-satisfactory performance

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

Consequences of Termination:

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

the Company for all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Contractor. Company shall also have the right to forfeit the PBG

- 1.10.2. Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:
- a) Immediately discontinue the work from that date and to the extent specified in the notice.
 - b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such Contract portion of the work which is directed to be continued.
 - c) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

1.10.3. **Payment upon Termination to be confirmed**

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

1.10.4. **De-hiring:**

- 1.10.5. Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit program, by giving three (3) days written notice to the Contractor and during this period no charges for equipment and personnel etc. shall be payable by Company. However, contractor will take immediate action to demobilize the personnel, machines and other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days' notice to mobilize again.

1.11. **HEALTH, SAFETY & ENVIRONMENT (HSE)**

General

During bid evaluation stage, Contractor shall also be evaluated on HSE. HSE evaluation shall be based on Contractor's response to the bid. Company may also conduct pre hire HSE audit of Contractor to assess their HSE capability. Contractor to comply with HSE standards as applicable to Oil & Gas Industry in addition to all the relevant HSE standards required for performance of work as per Scope of work.

Contractor warrants that it shall perform all such services in a Good and Workmanlike Manner and as per the guidelines issued by DGH and OISD from time to time. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective Contract positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.

Before the commencement of work, Contractor is required to submit the Safety Management Plan including details of Risk Management related to nature of job. To ensure the safe operations at site, Contractor is required to submit the written safe procedures related to work and comply with DGMS / OMR-2017 and OISD requirements including amendments / modifications issued by DGMS from time to time.

Contractor to provide Health, Safety & Welfare Contract policy Manual which should be aligned with Company's HSE Contract policy

1.11.1. **Safety**

- 1.11.1.1. In performing the Services hereunder, Contractor and its officers, directors and employees and any subcontractors and their officers, directors and employees shall comply with the provisions of and/or meet the Health, Safety and Environment best Industry standards and requirements set forth in:

- a) the safety management system (hereinafter referred to as “the Safety Management System”) established by Contractor.
 - b) Onshore safety, health, training and protective clothing requirements; and
 - c) All applicable laws, rules and regulations of India.
 - d) Proper safety kits liveries and uniform for all employees / subcontractors working at site.
- 1.11.1.2. Prior to commencement of operations, Contractor shall ensure that all Contractor’s personnel and the personnel of its subcontractors are familiar with the provisions of **Contractor’s Safety Management System**.
- 1.11.1.3. Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.
- 1.11.1.4. Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with, and rectify any deficiencies in compliance Contract pointed out by the Company.
- 1.11.1.5. If during performance of the Services, Company’s Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor’s Personnel or Company’s personnel, Company Equipment or any of Company’s other contractors’ plant, equipment or materials, then Company’s Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
- 1.11.1.6. Incompetent person shall be at RISK to carry out critical operation. Hence all contractor personnel need to be competent & trained to carry out assigned job. Training need for all contractor’s Employee shall be identified & accordingly shall be trained by the contractor.
- 1.11.1.7. Required PPE to be identified & sufficient stock shall be maintained at all time. Also, the Contractor’s Employee shall be trained for uses of PPE.
- 1.11.1.8. Contractor shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.
- 1.11.1.9. Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.
- 1.11.1.10. Contractor shall ensure PTW developed by Company and shall be followed
- 1.11.1.11. In case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical (ALARP) before the item or the activity is included or continued in the performance of the Work.
- 1.11.2. **Environment**
- 1.11.2.1. Contractor hereby acknowledges Company’s commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and Contract pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the commitment, Contractor shall perform the Services in an environmentally acceptable and safe manner consistent with GIPIP and shall ensure that its performance of the Services is properly monitored
- 1.11.2.2. Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.
- 1.11.2.3. Valid Contract pollution under control Certificate for Engine above 150 KVA

- 1.11.2.4. Contractor shall have Waste Management Plan for their scope of work.
- 1.11.2.5. Hazardous Waste shall be sorted out & disposed as per the pollution Control Board norm as applicable.
- 1.11.2.6. Contractor should display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.
- 1.11.2.7. Eye washing station shall be provided at suitable place.
- 1.11.2.8. Working area is to be illuminated as per Lux standard.

In particular, the Contractor shall: -

- a) employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage;
 - b) take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimise such damage and the consequential effects thereof on people and property; and
 - c) adhere to the guidelines, limitations or restrictions, if any, imposed by the Environmental Clearance referred to in this clause as applicable on the date of this Contract and as such Environmental Clearance may be revised, expanded or replaced.
- 1.11.2.9. Without limiting the generality of the provisions of this Clause hereof, Contractor shall comply with, and ensure that its employees, agents and subcontractors comply with, all applicable environmental protection and Contract pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.
- 1.11.2.10. If during Contractor's performance of the Services, Company is of the opinion that Contractor is either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by Company to Contractor from time to time, or is conducting the Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Company shall notify Contractor of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the contract apply as if the Well Operations had been suspended due to equipment breakdown.
- 3.11.3 Contractor has to submit Monthly Compliance Reports to the company on all aspects as listed above or as decided by the company.

1.12. SETTLEMENT OF DISPUTE/ ARBITRATION

- 1.12.1. 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.
- 1.12.2. 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.

1.12.3. 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.

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

1.12.5. 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.

1.12.6. **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

1.13. **ENTIRE AGREEMENT/ WAIVERS**

1.13.1. 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.

1.13.2. 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.

1.13.3. 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.

1.14. **LIQUIDATED DAMAGES**

1.14.1. **Liquidated damage**

If Contractor for any reason other than Force Majeure, fails to timely mobilize all the material, equipment (fit for purpose) and/or personnel with requisite experience at designated location/well site as per the time schedule mentioned in the Contract or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above

reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

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

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

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

1.14.2. **Liquidated damage (applicable when contract for only Supplies)**

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

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

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

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

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

1.14.4. Where Company is required to wait for any reason for a Contractor Equipment and/or personnel which is not made available on the site as per the schedule, in addition to liquidated damages payable by the Contractor, the Contractor shall also pay as pre-agreed damages an amount equivalent to daily **operating rate** for hired equipment, till time such equipment is made available to Company.

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

1.15. 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.

1.16. 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.

1.17. ACTS AND REGULATIONS, GUIDELINES

THE MINES ACT, 1952 along with the OIL MINES REGULATIONS, 1984 and all their amendments issued including requirements of Good International Petroleum Industry Practice (GIPIP) for all services are to be followed till validity of contract.

1.18. CONFIDENTIALITY

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

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

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

1.19. ASSIGNMENT AND SUBCONTRACTING

1.19.1. 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.

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

1.19.3. 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.

1.20. INVOICING AND PAYMENT

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

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

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

1.20.3. 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.

1.20.4. 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

Sun Petrochemicals Private Limited.
Bhaskar Field, Central Processing Facility (CPF),
Pandad – Tamsa Road, Village: Pandad,
Taluka: Khambhat, Dist: Anand,
Gujarat – 388625

1.20.5. 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.

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

1.20.7. **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.

1.21. **TAXES AND DUTIES**

1.21.1. **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.

1.21.2. **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.

1.21.3. **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.

1.21.4. 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.

1.21.5. **Change in Law**

1.21.5.1. 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.

1.21.5.2. 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.

1.22. **INSURANCE**

1.22.1. For its risks and liabilities assumed hereunder, the Contractor shall, at its own expense procure and maintain as a minimum, the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the Contract. All such insurances (including insurances provided by Sub-Contractors) other than Employers Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Contractor under the Contract,

1.22.2. The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company.

Contractors Insurances shall be primary to and receive no contribution from Company insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be affected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.

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

a. loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract,

- b. personal injury including death or disease to any person employed by the Contractor arising from or relating to the performance of the Contract.
- 1.22.4. Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- a) evidencing the issuance of insurance containing the coverage required herein and
 - b) providing that insurance shall not be cancelled or materially changed without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.
- 1.22.5. The insurance shall cover the following:
1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or Contract political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
 2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the Contract policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This Contract policy shall include Company and its directors, officers, employees and agents as additional insured.
 3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
 4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
 5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transport to/from the site and at the site. However, Contractor reserves the right to self-insure its own assets.
 6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.
- General Conditions for Insurance**
- A. Contractor hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.
 - B. No form of contractor liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this contract, unless agreed to by Company prior to commencement of services hereunder.
 - C. Contractor assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this contract. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Contractor's expense. Contractor must insure for full replacement value of any and all equipment used in performing the Work.

D. All exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

1.23. CONTRACTOR'S OBLIGATIONS AND WARRANTIES

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

1.23.2. Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor warrants that it is aware of all the Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

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

1.23.4. Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.

1.23.5. Contractor shall advise Company immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the performance of the Work.

1.23.6. Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.

1.23.7. Contractor Personnel

Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by SunPetro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.

1.23.8. Sunpetro shall be entitled, without prejudice, to any other rights or remedies available to SunPetro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of SunPetro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within 2 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.

1.23.9. Permits and Instructions

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

1.24. FORCE MAJEURE

1.24.1. "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:

- 1.24.1.1. Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 1.24.1.2. Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 1.24.1.3. Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 1.24.1.4. Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 1.24.1.5. Non-conformance by Sub-contractors.
- 1.24.1.6. Financial distress of Contractor or any Sub-contractor
- 1.24.1.7. 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.

- 1.24.2. 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.

1.25. **WARRANTIES AND REMEDIES**

- 1.25.1. Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and works procured and supplied by Contractor under this contract, including, without limitation, service-related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure

or reasons wholly within Company's control. Any failure by Contractor to timely deliver the works / materials work at the Contract int of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

- 1.25.2. The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 1.25.3. In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.
- 1.25.4. Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. Company shall provide boarding and lodging to the Contractor's personnel while at the work.
- 1.25.5. Day rates or compensation of whatsoever nature shall not apply to time when the Contractor's Equipment/tool is unable to perform to the satisfaction of the Company in accordance with the Contract for any reason.
- 1.25.6. If Contractor shall fail in its obligations under this Contract and does not remedy such default after having received prior written notice thereof, Company may on its own initiative arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Company thereby, shall, together with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed by the Contractor by Company pursuant to the Contract. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Company under the Contract or as per Applicable Laws
- 1.25.7. Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractors shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.

- 1.25.8. Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 1.25.9. Contractor shall notify Company promptly, but no later than twenty-four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 1.25.10. The Company reserves the right to Procurement / replace specific tools / equipment at any time during the Contract and include them in the Contract.

1.26. **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.

1.27. **INDEMNITY AND LIABILITIES**

1.27.1. **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.

1.27.2. **Liability for Radioactive sources**

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

1.27.3. **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.

1.27.4. **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.

1.28. **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 **Attachment #1**) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of **Attachment #2** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

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

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

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

- Failure of contractor to start/commence the work as per LOA/LOI/Contract
- If Contractor fails to 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 **Attachment #2**.

1.29. **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.

1.30. **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.

1.31. **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)

1.33 SPECIAL CONDITION OF THE CONTRACT (SCC)

1.33.1 Scope of Contract

- 1.33.1.1 The Contractor shall execute the complete Scope of Work as detailed in the Tender Document, including but not limited to mobilization, surface preparation, abrasive blasting, painting, coating application, inspection, testing, scaffolding, waste management, housekeeping, quality assurance and all associated activities required for successful completion of the Work.
- 1.33.1.2 Any activity, item or service not specifically mentioned but necessary for safe, complete and satisfactory execution of the Work shall be deemed to be included in the Contractor's scope without any additional cost implication to the Company.

1.33.2 Site Conditions

- 1.33.2.1 The Contractor shall be deemed to have fully familiarized itself with the site conditions, project environment, weather conditions, logistics, statutory requirements and all risks associated with execution of the Work.
- 1.33.2.2 No claim on account of lack of knowledge of site conditions shall be entertained after award of the Contract.

1.33.3 Mobilization

- 1.33.3.1 The Contractor shall mobilize adequate manpower, supervision, paints, consumables, scaffolding, abrasive blasting equipment, spray painting equipment, tools, tackles and all other resources required for execution of the Work within the period specified in the Contract.
- 1.33.3.2 Delayed mobilization shall attract Liquidated Damages as per the provisions of the Contract.

1.33.4 Working Hours

- 1.33.4.1 The Contractor shall carry out the Work as per the operational requirements and instructions of the Company.
- 1.33.4.2 The Company reserves the right to suspend or reschedule activities due to operational, weather or safety requirements without any additional financial implication.

1.33.5 Coating Materials

- 1.33.5.1 All paints, primers, intermediate coats, finish coats, thinners, rust converters and associated coating materials shall be supplied by the Contractor unless otherwise specified in the Scope of Work.
- 1.33.5.2 All coating materials shall be procured only from approved manufacturers and shall be mutually compatible.
- 1.33.5.3 Mixing of coating products from different manufacturers shall not be permitted unless specifically approved by the Company.
- 1.33.5.4 Paints and coating materials shall be supplied in original sealed containers bearing the manufacturer's identification, batch number, manufacturing date and expiry date.
- 1.33.5.5 All coating materials shall possess a minimum residual shelf life of eighty percent (80%) of the original shelf life or twelve (12) months, whichever is higher, at the time of delivery to the designated location.

1.33.6 Surface Preparation

- 1.33.6.1 Surface preparation shall strictly comply with the applicable SSPC, NACE, ISO or other standards specified in the Scope of Work.
- 1.33.6.2 Abrasive blasting shall achieve the specified cleanliness level and anchor profile before commencement of coating.
- 1.33.6.3 Coating application shall not commence unless the prepared surface has been inspected and accepted by the Company's Representative.

1.33.7 Inspection and Quality Control

- 1.33.7.1 The Contractor shall establish and maintain a comprehensive Quality Assurance and Quality Control (QA/QC) system throughout execution of the Work.
- 1.33.7.2 The Contractor shall provide calibrated inspection instruments including Dry Film Thickness (DFT) gauges, surface profile gauges, holiday detectors and other instruments as applicable.
- 1.33.7.3 The Company shall have unrestricted right to inspect the Work at any stage of execution.

1.33.7.4 Any rejected work shall be rectified by the Contractor at its own cost without any extension of time or additional financial implication to the Company.

1.33.8 Manufacturer's Technical Support

1.33.8.1 The Contractor shall arrange technical support from the coating manufacturer whenever required by the Company.

1.33.8.2 The manufacturer's representative shall provide technical assistance and certify compliance of coating application wherever required by the Company.

1.33.9 Scaffolding

1.33.9.1 The Contractor shall design, erect, inspect, maintain and dismantle all scaffolding required for execution of the Work.

1.33.9.2 All scaffolding shall comply with applicable statutory requirements and recognized industry standards.

1.33.9.3 Scaffolding inspection records shall be maintained throughout the Contract period.

1.33.10 Transportation and Logistics

1.33.10.1 Transportation and logistics responsibilities shall be governed by the Scope of Work and Responsibility Matrix.

1.33.10.2 The Contractor shall ensure timely availability of manpower, materials and equipment at the designated location.

1.33.10.3 Any delay attributable to the Contractor resulting in disruption of project activities shall be solely to the Contractor's account.

1.33.11 Personnel

1.33.11.1 All personnel deployed by the Contractor shall possess valid qualifications, certifications, medical fitness and statutory approvals as required under applicable regulations and the Scope of Work.

1.33.11.2 The Company reserves the right to reject any personnel considered unsuitable for execution of the Work.

1.33.11.3 The Contractor shall promptly replace such personnel without any additional cost to the Company and without affecting the progress of the Work.

1.33.12 Health, Safety and Environment (HSE)

1.33.12.1 The Contractor shall comply with all applicable Health, Safety and Environment (HSE) requirements, statutory regulations and Company procedures.

1.33.12.2 No work shall commence without approved Job Safety Analysis (JSA), Risk Assessment and Permit to Work (PTW), wherever applicable.

1.33.12.3 The Contractor shall provide all necessary Personal Protective Equipment (PPE) required for execution of the Work.

1.33.13 Housekeeping and Waste Disposal

1.33.13.1 The Contractor shall maintain proper housekeeping throughout execution of the Work.

1.33.13.2 Waste generated during execution of the Work shall be collected, handled, transported and disposed of by the Contractor in accordance with applicable environmental regulations.

1.33.13.3 No waste or hazardous material shall be disposed of in violation of statutory requirements.

1.33.14 Environmental Conditions

1.33.14.1 Activities shall only be carried out within the environmental limits specified by the relevant manufacturer, applicable standards or approved procedures.

1.33.14.2 The Contractor shall suspend activities whenever environmental conditions are unsuitable for safe or quality execution of the Work.

1.33.15 Progress Reporting

1.33.15.1 The Contractor shall submit daily or periodic progress reports containing details of manpower, equipment deployed, activities performed, quantities completed, inspection status and issues encountered, as required by the Company.

1.33.15.2 The Contractor shall attend progress review meetings whenever directed by the Company.

1.33.16 Measurement and Payment

- 1.33.16.1 Payment shall be made only for actual quantities satisfactorily executed and certified by the Company's Representative.
- 1.33.16.2 Measurement methodology shall be strictly in accordance with the Scope of Work and Contract provisions.
- 1.33.16.3 Rejected or reworked quantities shall not be measured separately for payment.

1.33.17 Defect Liability and Warranty

- 1.33.17.1 The Contractor shall rectify any defects observed during the Defect Liability Period at its own cost.
- 1.33.17.2 The Contractor shall provide all warranties and guarantees specified under the Contract and shall remain responsible for defects attributable to defective workmanship or materials.

1.33.18 Demobilization

- 1.33.18.1 Upon completion of the Work, the Contractor shall remove all temporary facilities, unused materials, waste, equipment and personnel from the Site.
- 1.33.18.2 The Work shall not be considered complete until the Site has been restored to the satisfaction of the Company.

1.33.19 Documentation

- 1.33.19.1 The Contractor shall submit all inspection reports, quality records, calibration certificates, material certificates, test reports, completion dossiers and other documents specified under the Contract before final acceptance of the Work.

ATTACHMENT-1

BANK GUARANTEE FOR PERFORMANCE

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

To,
Sun 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/CONSULTANT**" 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/CONSULTANT 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/CONSULTANT 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/CONSULTANT 's liabilities.
 - this Guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONTRACTOR/CONSULTANT 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/CONSULTANT or by the fact that the CONTRACTOR/CONSULTANT has been wound up or any orders for winding up are passed or closed its business nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the GUARANTOR or the COMPANY or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the COMPANY.
 - this Guarantee shall continue to be in force notwithstanding the discharge of the CONTRACTOR/CONSULTANT by operation of law and shall cease only on payment of the full amount by the GUARANTOR to the COMPANY of the amount hereby secured and on the claim of the COMPANY against the CONTRACTOR/CONSULTANT 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/CONSULTANT 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.

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