Tender Document

For

Hiring of Security Services for All Sites of SunPetro

Tender No.: SunPetro/Security Service/2026-27/SPPL-291

SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)
8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai - 400 072, Maharashtra, BHARAT.
CIN: U24219MH1995PTC464242
Tel: +91 22 69325300
Website: www.sunpetro.com;

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SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

Corporate Office: 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai - 400 072, Maharashtra, BHARAT.
CIN: U24219MH1995PTC464242
Tel: +91 22 69325300, + 91 22 28470484
Website: www.sunpetro.com; Email Id: info.sunpetro@sunpetro.com

No. SunPetro/Security Services/2026-27/SPPL-291 **Date:14.10.2026**

INVITATION TO BID (ITB)

Sub: Hiring of Security Services for all sites of SunPetro.

Ref: Tender No.: SunPetro/Security Services/2026-27/SPPL-291

Dear Sir / Madam

1.0 **Sun Petrochemicals Private Limited** (hereinafter referred to as **SunPetro / Company**) is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes :

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

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

1.1 **SALIENT FEATURES OF THE TENDER**

1]	Tender No.	SunPetro/Security Service/2026-27/SPPL-291
2]	Title of Tender	Hiring of Security Services for all sites of SunPetro
3]	Brief Scope of Work	As per the detailed at Section-4
4]	Tender Fee	Nil
5]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at ANNEXURE- 2 drawn from a Nationalised/Scheduled bank as listed at ANNEXURE-9 for an amount as specified below: Indian Rupees: 1,00,000/- (Rs. One Lakh Only) Note : In lieu of bid bond bidder can also submit DD /Pay order. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Payorder to be issued in the name of "**Sun Petrochemicals Private Limited"**
6]	Bid Validity	One Hundred and twenty (120) days
7]	Bid Bond Validity	One Hundred and fifty (150) days
8]	Last Date of Receipt of Queries from Bidders	Seven (7) days from the date of issue of this ITB
9]	Tender Closing Date & Time	**04.11.2026 at 15:00 Hrs. IST**

10]	Address For Correspondence /Tendering Office / Tender Submission	Head – Commercial & SCM Sun Petrochemicals Pvt. Ltd. 8th Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 e-mail: Dheeraj.Paroch@sunpetro.com with cc to: scm.secretary@sunpetro.com; rb.abhijith@sunpetro.com; aryan.saini@sunpetro.com; scm.coordinator@sunpetro.com; umesh.waghmare@sunpetro.com
11]	Mobilization Period	15 days from the date of LOI/LOA or as per mobilization schedule mentioned in the LOI/LOA.
12]	Contract Period	Primary period of the contract is 3 years with provision to extend for a period of 2 years at SunPetro's discretion on same rate terms & conditions.
13]	Terms & Conditions of Contract	As per Section-3 of this tender Document

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

1.2. Acknowledgement of Tender Document

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

1.3. Pricing Strategy

Bidder is to quote strictly as per the 'Price Schedule' (Section-8) of this Tender document.

1.4 Evaluation Strategy

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

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

1.5 Award Strategy

Award of Contract shall be at the sole discretion of SunPetro. The Company reserves the right to place the order in full or in part and/or split the order amongst one or more bidders, as deemed appropriate, without assigning any reason.

1.6 Check List

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

1.7 Submission of Bids

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

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

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

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

Please acknowledge receipt of the tender document per ANNEXURE-1 within 3 days from date of this ITB.

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

Regards,

Dheeraj Paroch,
Head-SCM & Commercial

SECTION- 2

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

2.1.1 Bidders must review the General Conditions of the Contract (GCC) and Detailed Scope of Work /Supply and specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Schedule of Rates /Bill of quantity and other information in the Tender document.

2.1.2 Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated ONLY in the format provided in *ANNEXURE-4*. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked "Not Applicable".

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

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

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

2.1.6 SunPetro may further place repeat order for any or all the material/services/equipment at the same rates, terms and conditions for the other fields and offices which SunPetro may acquire or associates in future.

2.1.7 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

2.2 Joint Venture / Consortium Bidder's Bid

a. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.

b. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium.

c. In case of Joint venture / Consortium Bid, following additional requirements must also be satisfied:

i) Indian bidders whose proposal for technical collaboration / Joint Venture / consortium involves foreign equity participation / or payment of royalty and / or a lump-sum for technical know-how and wherever Govt. approval is necessary on their application submitted to SIA (Secretariat for Industrial Assistance), are required to submit:

- A copy of Govt. approval, along with techno-commercial bid (if already granted).

OR

- Furnish an undertaking to submit a copy of the required approval prior to the date of price bid opening.

ii) Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.

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

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

2.3 Use of English Language

All correspondence, documentation and drawings shall be in the English Language.

2.4 Late Bids

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

2.5 Clarifications

Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following emails: rb.abhijith@sunpetro.com; aryan.saini@sunpetro.com; scm.coordinator@sunpetro.com; umesh.waghmare@sunpetro.com with cc: Dheeraj.Paroch@sunpetro.com; scm.secretary@sunpetro.com;

2.6 Submission of Bids

2.6.1 A two-Envelope single stage, i.e "Technical & Commercial Un-priced Bid" and "Commercial Priced Bid", shall be followed.

2.6.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" in the separate sealed envelopes as follows:
ENVELOPE-I: Technical & Un-Priced Commercial Bid
ENVELOPE-II: Priced Commercial Bid

2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However, a Tick mark (√) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid

The Priced Commercial Bid shall contain only prices duly filled in as per the price schedule format. Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.

2.6.4 Each of the "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" shall be properly identified as "Original Technical & Un -Priced Un-priced commercial Bid" & "Copy Technical & Un-Priced Commercial Bid" and "Original Priced Commercial Bid" & "Copy Priced Commercial Bid".

2.6.5 The "Original Technical & Un-Priced Commercial Bid" along with one more "Copy of Technical & Un-Priced commercial Bid" with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting "cut out slip as per ***ANNEXURE-5***". The same procedure shall be adopted for submission of the "Original Priced Commercial Priced Bid" and "Copy of Priced Commercial Bid" in separate envelope (ENVELOPE-II) by pasting "cut out slip as per ***ANNEXURE-6***". Each Bidder will submit two soft copies of complete signed and stamped "Technical & Un-Priced Commercial bid in the **Flash Drive**, **in PDF format** along with **"Technical & Un-Priced Commercial Bid"** in the sealed cover i.e. ENVELOPE-I. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with "**Original Technical & Un-priced commercial Bid** "

2.6.6 The entire Bid i.e ENVELOPE – I and ENVELOPE – II should be then placed in a cloth-lined outer envelope duly sealed by pasting cut out slip as per ***ANNEXURE-7***"and superscripted as prescribed.

2.6.7 The Bids shall be submitted to the following address:
Head – Commercial & Supply Chain Management
SUN PETROCHEMICALS PRIVATE LIMITED
8th, 9th & 10th Floor, ATL Corporate Park,
Saki Vihar Road, Powai, Mumbai-400072

2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the "Commercial Priced Bid" will be opened and evaluated.

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

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

2.7 Validity Period

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

2.8 Technical Proposal Requirement

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

2.9 Certificate & Inspection

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

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

2.10 Commercial Proposal Requirements

2.10.1 **Currency**

Prices quoted shall be in Indian Rupee (INR).

2.10.2 **Price in Words & Figures**

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

2.11 Deadline for Submission of Bids

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

2.12 Splitting of work

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

2.13 Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI / LOA / Contract. Invoices shall be raised & un-disputed invoice / items shall be paid based on approved ''Call out" orders for each Service. No payment will be due to the Contractor / Supplier prior to signing of the Contract.

2.14 Taxes, Duties and Approvals

2.14.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transportation, insurance at the designated Site Location in India. Except Goods and service tax (GST) (if applicable to services provided under this Contract), the prices shall reflect delivery / Mobilization inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, excise, other applicable taxes and similar rates and fees, freight, insurance, and similar expenses. The goods and services tax (GST), if applicable, shall be paid by the Company at actual.

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

2.15 Performance Bank guarantee

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

2.16 Change Orders & Rates:

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

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

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

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

2.17 Mobilization Period

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

2.18 Bid Bond

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

2.19 ANNEXURES

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

SECTION-3

MODEL CONTRACT

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

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 office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai 400072, 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

_____

_____

WHEREAS, Contractor represents that it has adequate resources that can perform satisfactorily in the Block / Contract area and fully trained and skilled personnel cable to efficiently provide the services; and is ready, willing and able to provide .....services and carry out auxiliary operations and services for the Company as part of the scope as defined below and 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 perform and complete the Services and

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

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

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

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

1] This Preamble of Contract

2] Articles of Contract (General Conditions of Contract)

3] Special Terms & Condition of Contract

4] Specifications and Scope of services

5] ANNEXURES

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

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

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

.

Sun Petrochemicals Private Limited	_____
(COMPANY)	(CONTRACTOR)
Signature _____	Signature _____
Name:	Name:
Title:	Title:
In presence of wtness	
1)Name	1)Name
Title	Title
Signature/Initials	Signature/Initials
2)Name	2)Name
Title	Title
Signature/Initials	Signature/Initials

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS AND INTERPRETATION

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

3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, Contractor, Sub-contractor shall mean in relation to any Company, at any time, any other entity.

3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, ANNEXURES appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.

3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.

3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.

3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.

3.1.6 "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section 7* 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 services to be provided under the Contract including but not limited to the Monthly Rate, Per Day Rate, rate, etc as applicable and shall also include GST as applicable. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.

3.1.7 "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.

3.1.8 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.

3.1.9 "Contractor" shall mean M/s._____ and includes, its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.

3.1.10 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.

3.1.11 "Contractor's Equipment" shall mean all the equipment(s), units etc. along with auxiliary equipment, tools, facilities, miscellaneous materials /services and consumables etc. required in or purchased and / or shall be purchased, rented or furnished for or in connection with the works by the Contractor, provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section 4*.

3.1.12 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.

3.1.13 “Commencement Date” shall mean the date when the Contractor’s equipment / services are mobilized on the designated site for working as intimated by SunPetro to Contractor.

3.1.14 “Completion Date” shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.

3.1.15 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.

3.1.16 “Company’s Equipment” shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.

3.1.17 “Company Group” shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;

3.1.18 “Contract”, "Agreement" or "Contract Document" (as per par 3.1.2 above)

3.1.19 ‘‘Daily Operation Report” shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.

3.1.20 "Days” shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. “Day” means a calendar day of twenty hours as referred to local time at the Site.

3.1.21 **“**Demobilization” shall mean the actual demobilization of contractor’s equipment / personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, to the full satisfaction of the Company. SunPetro, will issue a de-mobilization letter for the services as and when requirement ends.

3.1.22 Deleted.

3.1.23 “Effective Date” shall be the date of issue of LOA / LOI / Work Order or date of mobilization for the commencement of services under this Contract, whichever is later.

3.1.24 “Exhibits” are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and ANNEXURES.

3.1.25 “GIPIP” shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.

3.1.26 “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.

3.1.27 “Government” shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.

3.1.28 “Gross negligence” shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.

3.1.29 Interpretation

a. Reference to "Section", “Para”, “Clause", "Article" and "Provision" shall have the same meaning.

b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.

c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.

d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

e. Reference to Applicable Laws shall also include amendments and extensions thereto.

3.1.30 "Letter of Intent / Letter of Award / Notification of Award /Work Order" or "LOI / LOA / NOA/ WO" shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by Company.

3.1.31 Deleted.

3.1.32 "Mobilization" shall mean the actual mobilization of the Contractor's personnel & equipment which are fit for operational requirements, 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.

3.1.33 "Operator" shall mean Sun Petrochemicals Private Limited (SunPetro) / Company

3.1.34 "PSC" shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.

3.1.35 "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.

3.1.36 Deleted.

3.1.37 "Services" shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and SunPetro.

3.1.38 "SunPetro "/ "SPPL" shall mean Sun Petrochemicals Private Limited.

3.1.39 "SunPetro's Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.

3.1.40 "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its contractors.

3.1.41 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.

3.1.42 "SunPetro Designated Base" shall mean well site / base / central processing facility or as informed by Company

3.1.43 "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Contractor to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in *ANNEXURE*-8 hereof.

3.1.44 "Rates" or "Rate" shall mean the applicable rates of compensation to be paid to Contractor for work hereunder as set forth in the Price Schedule.

3.1.45 "Termination Date" shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.

3.1.46 Deleted.
3.1.47 Deleted
3.1.48 Deleted.
3.1.49 Deleted.

3.1.50 "Willful Misconduct" means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

3.1.51 "Work" shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.

3.1.52 "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.

3.1.53 Deleted.

3.1.54 "Third Party" shall mean a person / entity which are not included in Company Group or Contractor Group.

3.1.55 "Variation Order" or "Change Order" shall mean the written notice given by the Company to effect additions to or deletions from and alteration in the works which shall form part of the Contract.

3.2 **DURATION OF CONTRACT:**

3.2.1 This contract shall be deemed to have come into effect and force and be binding on the parties with effect from the effective date, and shall remain in effect and be valid till the expiry of 3 (three) years from the Mobilization date for commencement of services under this Contract ("Primary Term") with a provision to extend the term of contract at its option and sole discretion, for a period of 2(two) more year(s) after the expiry of the primary term on same rate, terms and conditions.

3.2.2 **Commencement Date, Completion Date and Termination Date for rate applicability**:

- Commencement date: Date of Mobilization
- Completion date of contract: Expiry Date of Contract
- Termination Date: Expiry date / termination date of the Contract

3.3 **Materials, Supplies, Equipment, Services and Personnel**
Any item supply / services requested by Company during contract period to complete the work shall be provided by Contractor.

3.3.1 Additional Services, Materials, Supplies and Equipment
If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the contractor to the Company.

3.3.2 The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect for the quantities of item(s) / Service(s) as certified by the company's representative.

3.4 **INSPECTION OF MATERIALS**

3.4.1 **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.

3.4.2 **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.

3.5 **COMPANY'S WORK PROGRAMME**

3.5.1 **Work Programme**
The Service requirement shall be specified by the Company for each Site

3.5.2 Contractor to Comply with Company's service requirement. Contractor shall use all reasonable care and attention to ensure all aspects of the requirements set forth by company and to ensure that Company's other contractors are afforded all reasonable facilities for similarly comply as appropriate.

3.6 **PERFORMANCE OF THE WORK/SERVICES**

3.6.1 **Conduct of Services**
The Services shall be performed by Contractor in accordance with Best international petroleum industry practices and in accordance with the Scope of Work. 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.

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

3.6.3 **Discipline**

3.6.3.1 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/Service.

3.6.3.2 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 Service. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of Service shall constitute grounds for termination of this Contract.

3.6.3.3 Company have 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.

3.6.4 **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.

The Contractor shall observe and comply with all Applicable Laws, Company's policies and procedures applicable to the services from time to time, standing orders, International/Indian codes, including requirements relating to health, safety and environment. The Company Representative may require formal meetings from time to time with the Contractor, and the Contractor or its Contractor's Administrator or other nominated deputy fully conversant with the health, safety and environment requirements shall attend such meetings.

Contractor agrees to obtain, at its own expense, all authorizations, licenses and permits that may be required under Applicable Laws for the performance of Works and the operation of its Equipment, tools, machineries etc., other than right-of-ways permits for access to the Site.

The Contractor shall abide by all Applicable Laws governing the performance of Works in India, including but not limited to the following (together with the rules and regulations framed thereunder and all as amended from time to time):
(i) Contract Labour (Regulation and Abolition) Act, 1970.
(ii) Payment of Wages Act, 1936.
(iii) Minimum Wages Act, 1948.
(iv) Employer's Liability Act, 1938.
(v) Factories Act, 1948.
(vi) Apprentices Act, 1961.
(vii) Employees' Compensation Act, 1923.
(viii) Industrial Disputes Act, 1947.
(ix) Environment (Protection) Act, 1986.
(x) Water (Prevention and Control of Pollution) Act, 1974.
(xi) Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
(xii) Employees' State Insurance Act, 1948.
(xiii) Payment of Bonus Act, 1965.
(xiv) Payment of Gratuity Act, 1972
(xv) Industrial Employment (Standing Orders) Act, 1946.
(xvi) Air (Prevention and Control of Pollution) Act, 1981.
(xvii) Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989.
(xviii) Noise Pollution (Regulation and Control) Rules, 2000.
(xix) The Electricity Act, 2003.
(xx) Gas Cylinder Rules, 2004.
(xxi) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
(xxii) PSARA ACT (Private Security agency regulation act 2005)
(xxiii) Any other Applicable Law as may be applicable for providing the Services under the Contract.

Any default or failure by the Contractor in complying with the Applicable Laws on account of lack of information or knowledge on the part of the Contractor shall not excuse the Contractor from performance of its obligations under the Contract.

The Contractor shall submit a self-declaration/undertaking that the Contractor has complied with all Applicable Laws including provident fund, social security, health, safety and environment, labour laws, etc. to the Administrator-In-Charge or his representative at the beginning of each calendar month. Contractor shall indemnify the Company at all times for the Claims, damages caused or losses incurred by the Company due to non-compliance with the Applicable Laws by the Contractor. Without prejudicing the generality of the foregoing, the following documents should be submitted to the Administrator-In-Charge from time to time as proof of compliance with the requirements under Applicable Laws:

Provident Fund Act:
Contractor shall strictly comply with the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and rules thereunder and register itself with the concerned Regional Provident Fund Commissioner ("RPFC") before commencing Works. The Contractor shall deposit employees and employers contributions to the RPFC every month. The Contractor shall furnish the challans /receipts for the payments made to the RPFC for the preceding months once in every 6 months throughout the Term of the Contract

ESI Act:
The Contractor shall furnish a no-dues confirmation in respect of the contribution from the employer and employees under the Employees' State Insurance Act, 1948 in respect of Contractor's Personnel working at the Block under the Contract, along with the half-yearly returns and remittance particulars of challans and statement of workmen.

As per the Central 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 Labour welfare cess. The goods and service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labour welfare cess to SunPetro duly signed by CA of the firm.

The 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.

The Contractor shall furnish a no-dues confirmation in respect of the Contractor's Personnel who have resigned or whose services are terminated, regarding payment of wages, service compensation, bonus, gratuity, unavailed leave salary, notice pay etc.

3.7 **TERMINATION BY COMPANY**

3.7.1 Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Service provided and certified by Company Representative.

A. Termination for Non- Mobilization or Non-commencement of Work / Service
If the Contractor fails to timely mobilize the Manpower, Materials or Equipment required to perform the Service 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 have the option 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 supply enough properly skilled Manpower or materials or services in accordance with the contract; or
c) Fails to make prompt payment to employees, 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. The Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, on account of such breach by the Contractor. Company shall have the option to forfeit the PBG submitted.

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. 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 services performed by the Contractor till the date of such termination.

E. Termination for non-performance 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 provide due service or any part thereof or its performance is non-satisfactory, then Company shall issue a notice (**"Remedy Notice"**) to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. 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 service provided and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and provide the service 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 have the option to forfeit the PBG.

3.7.2 Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:

a) Immediately discontinue to provide service from that date and to the extent specified in the notice;

b) Place no further orders for materials & services.

c) Do only such work as may be necessary to preserve and protect Work already in progress and protect equipment at site.

3.7.3 **Payment upon Termination**

If the unpaid balance of the Contract Price exceeds the cost incurred by the Company on providing the service as per the Contract, such excess shall be paid to Contractor. If the unpaid balance of the Contract Price is lower than the cost incurred by the Company on providing service, 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.

3.7.4 **De-hiring:**

Company may, at its option, de-hire the services of the Contractor due to interruption in the work 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 and other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days' notice to mobilize again.

3.8 **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 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 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 Policy Manual which should be aligned with Company's HSE Policy

3.8.1 **Safety**

3.8.1.1 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.

3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractors' personnel and the personnel of its subcontractors are familiar with the provisions of ***Contractor's Safety Management System***.

3.8.1.3 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.

3.8.1.4 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 pointed out by the Company.

3.8.1.5 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.

3.8.1.6 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 contractors' Employee shall be identified & accordingly shall be trained by the contractor.

3.8.1.7 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.

3.8.1.8 Deleted
3.8.1.9 Deleted
3.8.1.10 Deleted
3.8.1.11 Deleted
3.8.1.12 Contractor shall maintain following Records:

1. Employee detail
2. Pre medical check-up record
3. Competency Record
4. Training & awareness Record
5. PPE record
6. Accident / Incident Record
7. Mock drill Record
8. Audit Observation & compliance record.
9. Accident / Near miss Report.
10. Any other records as per instruction from Company representative.

3.8.1.13 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.

3.8.2 **Environment**

3.8.2.1 Contractor hereby acknowledges Company's commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned 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

3.8.2.2 Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.
3.8.2.3 Valid Pollution under control Certificate for Engine above 150 KVA
3.8.2.4 Contractor shall have Waste Management Plan for their scope of work.

3.8.2.5 Hazardous Waste shall be sorted out & disposed as per the Pollution Control Board norm as applicable.

3.8.2.6 Contractor shall display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.

3.8.2.7 Eye wash station shall be provided at suitable place.

3.8.2.8 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.

3.8.2.9 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 pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.

3.8.2.10 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.

3.8.3 Contractor has to submit Monthly Compliance Reports to the company on all aspects as listed above or as decided by the company.

3.9 SETTLEMENT OF DISPUTE/ ARBITRATION

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

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

3.9.3 It is also a term of the Contract that the Contractor shall not stop providing service 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 portion of his claims which are due under the Contract.

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

3.9.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

3.10 **ENTIRE AGREEMENT/ WAIVERS**

3.10.1 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 purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Contractor have expressly varied the same in writing under the terms of this Contract.

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

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

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

3.11 **LIQUIDATED DAMAGES**

3.11.1 **Liquidated damage**

If Contractor for any reason other than Force Majeure, fails to timely mobilize all the 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 any if above reason resulting to delay in providing service, 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 delay in mobilization in providing service 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 Service 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 service from any other contractor at the risk and cost of the Contractor and/or,
d. Invoke bank guarantee or any other security provided by the Contractor and/or,

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

3.11.2 **Liquidated damage (applicable when contract for only Supplies)**
Deleted

3.11.3 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.

3.11.4 Where Company is required to wait for any reason for Contractor personnel who are 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 service.

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

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

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

3.14 **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**.**

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

a) is now or subsequently becomes publicly known or available without breach of this Contract;
b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party 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).

3.15.2 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 impose.

3.16 **ASSIGNMENT AND SUBCONTRACTING**

3.16.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.

3.16.2 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 sub contracts 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 Sub Contractors, the same shall be notified to the Company with in a period of one (1) month.

3.16.3 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 / Contractor and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also, in no case sub-Contractors shall pass on any claim/ liability to Company.

3.17 **INVOICING AND PAYMENT**

3.17.1 Invoices shall be itemized with a full break down of the Service provided and shall be complete with all back-up details, receipts, and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.

3.17.2 Contractor shall invoice to Company 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 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 Conditions of Contract) i.e. Three (3) Years and two (2) Years extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.

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

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

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

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

Head – Commercial & Supply Chain Management.
Sun Petrochemicals Private Limited
8th, 9th & 10th Floor, ATL Corporate Park,
Saki Vihar Road, Powai, Mumbai-400072
Kind Attn: Mr Dheeraj Paroch

3.17.5 All payments to the Contractor under this Contract shall be made in Indian Rupees. The currency of price schedule shall not be allowed to be changed during the term of the Contract.

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

3.17.7 **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 in this Clause will be made during Contractor's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Contractor of any matters arising in an audit which may

necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

3.18 **TAXES AND DUTIES**

3.18.1 **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 goods and service tax). Except as stated, Contractor shall bear all income, corporate, property, VAT (if applicable), 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. Goods and Service tax (GST) if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof. Company shall withhold from the payments to Contractor such amounts as determined by the prevailing taxation laws in respect of Contractor's Services. Company shall deposit these tax withholdings at source with the Indian revenue authorities and provide Contractor all appropriate tax receipts and forms evidencing the deposit of these tax withholdings. Contractor shall be responsible for filing returns of income to Indian revenue authorities for payments made by the Company pursuant to this Contract in accordance with the prevailing taxation laws.

3.18.2 **Personnel Taxes**

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

3.18.3 **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 importation and exportation of Contractors Equipment and materials at the port of entry or the port of exportation as the case may be.

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

3.18.5 **Change in Law**

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

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

3.19 **INSURANCE**

3.19.1 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,

3.19.2 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 effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.

3.19.3 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.

3.19.4 Prior to commencement of providing services 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 change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.

3.19.5 The insurance shall cover for the following:

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

3.20 **CONTRACTOR'S OBLIGATIONS AND WARRANTIES**

3.20.1 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.

3.20.2 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 the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

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

3.20.4 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.

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

3.20.6 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.

3.20.7 **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.

3.20.8 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 5 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.

3.20.9 **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.

3.21 **FORCE MAJEURE**

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

3.21.1.1 Late delivery of materials caused by congestion at supplier's / Contractor's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;

3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or

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

3.21.1.5 Non-conformance by Sub-contractors;

3.21.1.6 Financial distress of Contractor or any Sub-contractor

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

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

3.22 **WARRANTIES AND REMEDIES**

3.22.1 Contractor represents that is 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 goods 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 goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

3.22.2 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.

3.22.3 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.

3.22.4 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.

3.22.5 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.

3.22.6 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 to 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

3.22.7 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. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.

3.22.8 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.

3.22.9 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.

3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

3.23 **LIENS**

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

3.24 **INDEMNITY AND LIABILITIES**

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

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

3.24.2 **Liability for Radioactive sources**

Deleted

3.24.3 **Limitation of Liability**

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

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

3.24.4 **Consequential Damage**

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

3.24.5 **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 Willful Misconduct.

3.25 **PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

3.26 **SEVERABILITY**

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

3.27 **NON-EXCLUSIVE CONTRACT**

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

3.28 **EXPORT CONTROLS**

SunPetro confirms that the 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.

3.29 **Special Condition Applied**

3.29.1 **Manpower Deployment**

I. Once the Work is awarded, Contractor has to produce resume of candidates to SunPetro Representative, within 7 days. SunPetro, at its discretion, may also conduct interview of candidates if so desired.

II. SunPetro reserves the right to ask for replacement of any manpower deployed, found not suitable, and in such case, the Contractor has to provide suitable replacement within 7 days.

III. Manpower shown in Price Schedule is indicative, actual shall be as per requirement.

IV. The duty pattern of Contractor's manpower at the Baola, Modhera & Bhaskar Field shall be defined below:

DUTY PATTERN

Round the clock shifts	Timing
General Shift	09:00 – 17:30 hrs.
Morning	06:00 – 14:00 hrs
Evening	14:00 – 22:00 hrs
Night	22:00 – 06:00 hrs
Day/Night	07:00 - 07:00 hrs

Note: The shift pattern may be changed by the company with mutual consent of the Contractor.

3.29.2 **Transportation :**

Contractor is responsible for providing transportation to Personnel deployed at SunPetro's site at Baola, Modhera, Hazira & Bhaskar or any other fields in Gujarat at its own Cost. SunPetro shall not pay any additional charges towards transportation.

3.29.3 **HSE Consideration.**

I. The Contractor must ensure that all the personnel to be deployed at Baola, Modhera & Bhaskar or any other Fields in Gujarat are medically fit and have undergone the basic training in **Safety & firefighting.**

II. During entire period of contract, all contract Employees must be certified by a Medical Practitioner, that Employee is fit to work in Mines and will provide certificate as required by DGMS. Contractor shall provide suitable PPE (Personal Protective Equipment) / safety kits and liveries including uniform/ coveralls, helmets, safety boots/gumboots, safety glasses, Raincoat to his employees. Only cotton clothing is allowed at site. ***Contractor personnel should carry their own uniform/ coveralls and the same should be bearing Contractor Company's logo and should be of different colours (other than the colour followed by SunPetro).***

III. Contractor shall report all incident/accident/ Near miss to Company's HSE Manager immediately. In case of any accident on duty hours to contractors' employees, contractor shall provide all medical assistance to the injured person at the cost of contractor. First aid and support to be provided by the company as per factories act. On request of contractor's authorized person, SunPetro shall provide support for treatment in SunPetro's empanel hospitals at the cost of contractor.

3.29.4 **Statutory Labour Law Compliance**

The Contractor shall comply with all applicable labour laws, rules and regulations, including, as applicable:

- New Labour code
- Contract Labour (Regulation and Abolition) Act, where applicable.
- Code on Wages / applicable wage legislation.
- Employees' Provident Fund provisions.
- Employees' State Insurance provisions.
- Payment of Gratuity provisions.
- Payment of Bonus provisions.
- Minimum wage requirements.
- Applicable State labour laws.
- Working hours, overtime and weekly-off requirements.
- Maternity and other applicable statutory benefits.
- Any other applicable labour/social-security legislation.

3.29.5 **Minimum Wages**

- Wages shall not be lower than the applicable statutory minimum wages notified by the appropriate Government from time to time.
- The Contractor shall comply with applicable wage categories for security guards/supervisors.
- Any statutory increase in wages/benefits shall be dealt with in accordance with the provisions specified in the tender/contract.
- Contractor shall submit documentary evidence of wage payment.

3.29.6 **Salary Payment and Proof**

- Salary/wages shall be paid to all deployed personnel within the statutory period.
- Payment should preferably be made through bank transfer to the individual employee's bank account.
- Monthly wage sheets, bank payment proof and attendance records shall be submitted to SunPetro.
- SunPetro may withhold contractor payments in case of non-compliance, subject to contract provisions.

3.29.7 **PF, ESI and Other Statutory Contributions**

The Contractor shall:

- Maintain valid PF and ESI registrations, wherever applicable.
- Deposit statutory contributions within prescribed timelines.
- Submit monthly challans/ECR/payment proof.
- Maintain employee-wise statutory records.
- Ensure that all deployed personnel are appropriately covered under applicable statutory schemes.

3.29.8 **Uniform and Personal Protective Equipment**

The Contractor shall provide, maintain and replace uniforms and required security equipment, including as applicable:

- Uniform.
- Shoes/safety shoes.
- Cap/beret.
- Raincoat.
- Reflective jacket.
- Winter clothing.
- Identity card.
- Torch.
- Whistle.
- Communication equipment.
- Other security accessories specified by SunPetro.
- For oil & gas locations, personnel shall comply with all applicable PPE and HSE requirements of SunPetro.

3.29.9 **Training**

The Contractor shall provide adequate training before deployment and periodically thereafter covering:

- Security duties and responsibilities.
- Access control.
- Search procedures.
- Visitor management.
- Vehicle checking.
- Material gate-pass verification.
- Patrolling.
- Emergency response.
- Fire prevention and initial firefighting.
- First aid.
- Disaster/emergency management.
- Crowd management.
- Industrial security.
- Oil & gas facility security.
- HSE requirements.
- Basic communication and reporting.
- Incident reporting.
- Use of security equipment.
- Cyber/security awareness, where relevant.

Training records shall be maintained and submitted to SunPetro when required.

3.29.10 **Security Supervisors**

Adequate qualified supervisors shall be deployed for effective supervision of guards.

Supervisors shall:

- Conduct regular surprise checks.
- Verify attendance and deployment.
- Monitor shift handovers.
- Inspect security posts.
- Ensure compliance with security instructions.
- Report incidents immediately.
- Coordinate with SunPetro's authorized representatives.

3.29.11 **Material and Vehicle Checking**

Security personnel shall undertake checking of:

- Incoming/outgoing vehicles.
- Materials.
- Tools and equipment.
- Personal belongings, subject to applicable law and SunPetro procedures.
- Scrap/material movement.
- Gate passes and delivery documents.

Particular attention shall be given to prevention of theft/pilferage of oil, equipment, tools, cables, materials, spares and other valuable assets.

3.29.12 **CCTV and Security Systems**

- Where CCTV/security systems are provided by SunPetro:
- Security personnel shall monitor the systems as instructed.
- Any abnormal activity shall immediately be reported.
- CCTV control-room procedures shall be followed.
- Recording/data shall not be copied, disclosed or removed without authorization.
- Security personnel shall not tamper with CCTV or security equipment

3.29.13 **Emergency Response**

Security personnel shall be trained to respond to:

- Fire.
- Gas leakage/alarm.
- Explosion.
- Medical emergency.
- Unauthorized intrusion.
- Theft/pilferage.
- Sabotage.
- Natural calamity.
- Accident.
- Security threat.
- Civil disturbance.

The Contractor shall immediately inform SunPetro's designated representative and follow the site's emergency response plan.

3.29.14 **Incident Reporting**

All security incidents shall be reported immediately.

A written incident report shall contain, as applicable:

- Date/time.
- Location.
- Nature of incident.
- Persons involved.
- Immediate action taken.
- Loss/damage.
- Witness details.
- Photographs/CCTV references, where permitted.
- Corrective/preventive action.
- Serious incidents shall be reported immediately by telephone and subsequently in writing.

3.29.15 **Verification of Personnel**

Before deployment, the Contractor shall submit:

- Aadhaar/other legally permissible identity proof.
- Address proof.
- Photograph.
- Age/date-of-birth proof.
- Educational qualification.
- Experience certificate.
- Police verification/antecedent verification.
- Medical fitness certificate.
- Training certificate.
- PSARA-related documentation, as applicable.

The tender should also expressly prohibit retention/circulation of unnecessary personal data beyond applicable legal requirements.

3.29.16 **Insurance**

The Contractor shall maintain all insurance policies required under applicable law and the tender, including appropriate:

- Employee/workmen-related insurance.
- Third-party liability insurance.
- Other insurance specifically required by SunPetro.

Valid insurance documents shall be submitted before commencement and maintained throughout the contract.

3.29.17 **HSE Compliance**

The Contractor shall comply with SunPetro's HSE requirements and all applicable statutory requirements.

Security personnel shall participate in:

- Site induction.
- HSE training.
- Emergency drills.
- Fire drills.
- Mock drills.
- Toolbox talks, where applicable.
- PPE compliance.

3.29.18 **Drug/Alcohol and Misconduct Policy**

The Contractor shall ensure that no security personnel report for duty:

- Under influence of alcohol/drugs.
- Carrying unauthorized intoxicants.
- In an unfit condition.

Strict disciplinary action and immediate replacement shall apply in accordance with the contract.

3.29.19 **Vigilance and Anti-Corruption**

The Contractor shall comply with SunPetro's policies concerning:

- Anti-bribery.
- Anti-corruption.
- Fraud prevention.
- Conflict of interest.
- Whistle-blower requirements.
- Business ethics.

3.29.20 **Audit Rights**

SunPetro shall have the right to audit:

- Attendance records.
- Wage payment records.
- PF/ESI records.
- Training records.
- Police verification.
- Licence/registration documents.
- Deployment records.
- Incident reports.
- Other contract-related documents.

3.29.21 **Induction and Site Familiarization**

Before deployment, each security person shall undergo SunPetro's prescribed:

- Site induction.
- Security briefing.
- HSE induction.
- Emergency-response briefing.
- Access-control procedure training.
- Site-specific security instructions.

3.29.22 **Security Registers and Records**

- Attendance register.
- Shift roster.
- Visitor register.
- Vehicle register.
- Material movement register.
- Gate pass register.
- Key register.
- Incident register.
- Patrol register.
- Security equipment register.
- Handover/takeover register.
- Emergency contact list.

3.29.23 **Handover at Contract Completion**

Upon expiry/termination, the Contractor shall ensure proper handover of:

- Security registers.
- Records.
- Keys.
- Equipment.
- ID cards.
- Access cards.
- Documents.
- Pending incidents.
- Other SunPetro property.

SECTION – 4 & 5

SCOPE OF WORK (SOW) & TECHNICAL SPECIFICATION (TS)

SCOPE OF WORK (SOW)

The work involves providing Security Services at onshore blocks / oil and gas sites, warehouse, Central Processing Facility, Site Office across Gujarat (Baola, Modhera, Bhaskar - I, II&III, Prabhakar I & Hazira) and any other future location as per business development need arises from time to time

A) <u>Scope of Work for Baola Field</u>

1.0 Security Services are required in Baola Field on round the clock basis as per directions of Mines Manager:

Sr. No.	Location	Description Of Service	UOM	No. of Security Guards per day
1	Baola Field	General Security Guard service	Per Day	6
2	Baola Field	Armed Security Guard service- Call Out Basis	Per Day	1

2.0 Scope of Service

2.1 Security guards to be deployed on SunPetro's well site location/GWHI/GGS/Any other location as per directions of Mines Manager.

a) Number of security guards on **8-hour shift duty in Baola field** at following locations on round the clock basis:

GGS – Main Gate – 3 Nos
GWHI/Well Site – 3 Nos

Total number of guards required per day in **Baola field = 6 Nos**., which will be mix of ex. Army men and General guard which will be decided by company.

Above is estimated requirement and actual may differ based on requirement.

2.2 The number of security guards mentioned are indicative and may decrease or increase as per requirement.

2.3 All guards need to be mandatory trained in handling of firefighting equipment and in case of firefighting requirement, guards will do firefighting work.

2.4 All guards need to be physically fit for all security related duties in Baola Field.

2.5 All security staff to be deployed should be physically active without any physical handicap and preferably should be of following age:

Description Of Service	Age years
General Security Guard service	<40
Armed Security Guard service (Call Out Basis)	40-55

2.6 The security guards to be deployed must be in agency's uniform, physically fit, trained and have the necessary experience and integrity to guard the locations with professional sincerity.

2.7 Guards should have safety Torch and accessories like whistle & wooden lathi etc. for watch in the night.

2.8 Security guard deployed has to ensure security of all locations and to take periodic round in the field as per instruction of site in charge for which bicycles/motorcycles to be provided by contractor on the well site/installations.

2.9 Security guard must have good observation power to monitor movement of material and manpower through camera deployed at different locations, if required.

2.10 Guard must be minimum 10th standard pass and should able to speak, read and write in local as well as Hindi or English language.

2.11 Contractor to provide General Guard as per requirement of Company.

2.12 Contractor to provide CV of guard along with Government issued Identity card before deployment for approval of Asset Manager / Site In-charge.

2.13 Security guards can be changed with approval from site in charge only except in emergency for that security agency to report immediately to site in charge.

2.14 Any guard found misbehaving with Company Representative or found not performing duty as per requirement need to be replaced immediately.

2.15 Contractor to provide his company identity card for all personnel to be deployed.

B) Scope of Work for Modhera Field

1. **Security Services are required in Modhera Field on round the clock basis as per directions of Mines Manager:**

Sr. No.	Location	Description Of Service	UOM	No. of Security Guards per day
1	Modhera Field	Ex. Army Man Security Guard Service	Per Day	3
2	Modhera Field	General Security Guard service	Per Day	1
3	Modhera Field	Armed Security Guard service- Call Out Basis	Per day	1

2 Scope of Service

2.1 Security guards to be deployed on SunPetro's well site location/GWHI/Any other location as per directions of Mines Manager
Number of security guards on **8 hour shift duty in Modhera field** at following locations on round the clock basis:

GWHI – 3 Nos

Total number of guards required per day in Modhera field = 3 Nos. which will be mix of ex. Army men and General guard which will be decided by company.
Above is estimated requirement and actual may differ based on requirement

2.2 The number of category-wise security guards mentioned are indicative and may decrease or increase as per requirement.

2.3 All guards need to be mandatory trained in handling of firefighting equipment and in case of firefighting requirement, guards will do firefighting work.

2.4 All guards need to be physically fit for all security related duties.

2.5 All security staff to be deployed should be physically active without any physical handicap and preferably should be of following age:

Description Of Service	Age years
Ex. Army Man Security Guard Service	40-55
General Security Guard service	<40
Armed Security Guard service (Call Out Basis)	40-55

2.6 The security guards to be deployed must be in agency's uniform, physically fit, trained and have the necessary experience and integrity to guard the locations with professional sincerity.

2.7 Guards should have safety Torch and accessories like whistle & lathi etc. for watch in the night.

2.8 Security guard deployed has to ensure security of all locations and to take periodic round in the field as per instruction of site in charge for which bicycles to be provided by contractor on the well site/installations.

2.9 Security guard must have good observation power to monitor movement of material and manpower through camera deployed at different locations, if required.

2.10 Guard must be minimum 10th standard pass and should able to speak, read and write in local as well as Hindi or English language.

2.11 Contractor to provide Ex-Army man or general guard as per requirement of company.

2.12 Contractor to provide CV of guard along with Government issued Identity card before deployment for approval of Site In-charge.

2.13 Security guards can be changed with approval from site in charge only except in emergency for that security agency to report immediately to site in charge.

2.14 Any guard found misbehaving with Company Representative or found not performing duty as per requirement need to be replaced immediately.

2.15 Contractor to provide his company identity card for all personnel to be deployed.

C) Scope of Work for Bhaskar Field

1. **Security Services are required in Bhaskar Field on round the clock basis as per directions of Mines Manager:**

Sr. No.	Location	Description Of Service	UOM	No. of Security Guards per day
1	Bhaskar Field	Ex. Army Man Security Supervisor	Per Day	1
2	Bhaskar Field	Gorkha Ex.Army Man Security Supervisor	Per Day	1
3	Bhaskar Field	Gorkha Ex.Army Man Security Guard service	Per Day	18
4	Bhaskar Field	Ex. Army Man Security Guard Service	Per Day	9
5	Bhaskar Field	General Security Guard service	Per Day	18
6	Bhaskar Field	Armed Security Guard service- Call Out Basis	Per Day	1

The category wise mentioned Nos. are indicative and for evaluation purpose actual requirement may vary.

Company will provide accommodation for out of state Gorkha Ex-Army Man on sharing basis.

2 Scope of Service

2.1 Security guards to be deployed on SunPetro's well site location/CPF/Yard/Any other location as per directions of Management/Asset Manager/ Head Security and Administration

b) Number of security guards on 8-**hour shift duty** in Bhaskar field at following locations on round the clock basis:

GORKHA Ex.Army Man Security Guard :

CPF – Main Gate - 03 Nos
Admin Gate - 03 Nos
A1 EPS - 03 Nos
Patrolling to all Well Sites - 03 Nos

Ex- Army Man Security Guard :

Main Gate - 03 Nos
Base Camp - 03 Nos
A1 EPS - 03 Nos

General Security Guard:

(At R1 EPS- 03, J#1-03, CPF Gate No.5-03, Patrolling-03, Intake Well-03 & BVS Station-03) - 18 Nos

Total number of guards required per day in Bhaskar Field = 45 Nos and Supervisor 1 Nos. which will be mix of ex. Army men and General guard which will be decided by company.

c) Security Supervisor - 1 No. will work normally in general shift.

d) Above is estimated requirement and actual may differ based on requirement.

2.2 The number of security guards are indicative and may decrease or increase as per requirement.

2.3 All guards need to be mandatory trained in handling of firefighting equipment and in case of firefighting requirement, guards will do firefighting work.

2.4 All guards need to physically fit as can be deployed for all security duties in the deployed area.

2.5 All security staff to be deployed should be physically active without any physical handicap and preferably should be following age:

Description Of Service	Age years
Gorkha – Ex Army Man Security	35-50
Ex. Army Man Security Supervisor	45-60
Ex. Army Man Security Guard Service	40-55
General Security Guard service	<40
Armed Security Guard service (Call Out Basis)	40-55

2.6 The security guards to be provided must be in agency's uniform, physically fit, trained and have the necessary experience and integrity to guard the locations with professional sincerity.

2.7 Guards should have safety Torch and accessories like whistle & polycarbonic lathi etc. for watch in the night.

2.8 Security guard deployed has to ensure security of all locations and to take periodic round in the field as per instruction of site in charge for which bicycles/motorcycle to be provided by contractor on the well site/installations.

2.9 Security guard/Supervisor must have good observation power to monitor movement of material and manpower through camera deployed at different locations, if required.

2.10 Guard must be minimum 10th standard pass and should be able to speak, read and write in local as well as Hindi and English language.

2.11 Contractor to provide Gorkha Ex-Army man, Ex-Army Man or general guard as per requirement of company.

2.12 Security Supervisor must be physically fit and should be conversant with security in oil & gas installation. Must able to speak, read & write in Gujarati, Hindi & English.

2.13 Contractor also to provide a Motorcycle at site for easy movement of Supervisor.

2.14 Contractor to provide CV of guard along with Government issued Identity card before deployment for approval of Asset Manager / Head Security

2.15 Security guards can be changed with approval from site in charge only except in emergency for that security agency to report immediately to Asset Manager/Head Security.

2.16 Any guard found misbehaving with Company Representative or found not performing duty as per requirement need to be replaced immediately.

2.17 Contractor to provide his company identity card for all personnel to be deployed.

Above mentioned manpower are indicative in nature and may increase or decrease based on requirement and sole discretion of company. Contractor should ensure that-

a) The figures mentioned in above tables are indicative in nature for one day, it may change based on actual site requirement. Company will pay as per quoted rates on actual manpower deployed in the schedule.

b) The security personnel provided by the Agency shall minimum tenth passed, smart, physically fit with not less than three years' experience in industrial security, well behaved and properly trained in the performance of the security services.

c) The security personnel provided by the Agency shall be punctual in the duties. In case of any complain made by the SunPetro, the Agency shall replace such security personnel with new security personnel within 2 days time (For Gorkha Security Guards minimum 7 days).

d) The Agency shall provide the security personnel with neat and clean uniforms and shoes etc. Agency shall ensure that the security personnel wear these uniforms all the time on duty. Each person should be issued with an I –Card which should be displayed at all times.

e) The Agency shall ensure that all security personnel are suitably provided and equipped with Polycarbonate/wooden Lathi, Torch, Whistle, Licensed Gun & cartridges (in case of armed security personnel), etc

Other Roles & Responsibilities

a. To provide round the clock 7 days a week, 365/366 days of the year, security services including fire fighting for the assigned premises and also to ensure that the surrounding of the premises is not encroached by the unauthorized person like vendor, hawker etc.

b. Protection of the office, plants, warehouse and its property against pilferage, loss, sabotage and fire etc. To perform watch and wards functions including night patrol on the various points of deployment.

c. Guarding the entry and Exit points of the project to control the movement of men and material and vehicles. To prevent the entry of stray dogs, antisocial aliments, unauthorized persons and vehicles into the building.

d. To carry out security checks as per the instructions issued from time to time.

- To prevent unauthorized entry. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them.

- The Security guards should ensure that the flowers, plants, are not damaged either by the staff or by outsiders. The security guards will also help the firefighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

a. Checking the incoming and outgoing goods, materials against proper gate Passes through procedures & duly authorized by competent authority and keep records as directed by Asset Manager/IM, Site Engineer/ any other authorized Authority.

b. Ensuring judicious use of electricity by switching off light and power whenever not required after office hours.

c. To Provide intelligence services to detect anti company activities and undesirable characters engaged in pilferage/sabotage of various items including sanitary fittings, office materials etc.

d. Attending to telephone calls and to convey message whenever necessary to the persons concerned and also receiving urgent mail like post, courier mail, newspapers etc. during non-working hours.

e. Reporting to Engineer-in-charge of any irregularity observed and suggesting for remedial measures.

f. To extend assistance in investigation of accidents, cases of thefts / pilferage and other activities prejudicial to SunPetro

g. The security personnel should be vigilant at all hours of duty and shall take proper care in guarding the plant and machinery, office equipment, materials stored inside the premises as well as in open areas at respective sites.

h. The security personnel deployed by the Agency shall be responsible for keeping proper watch and ensure that no pilferage on any kind takes place at all the respective sites. In case of any theft, etc. from the premises, the Agency shall assist SunPetro in conducting a joint enquiry in the matter and shall assist SunPetro In coordinating with the law and order authorities in loading an FIR, persuasion of the case, etc. In case it is established that the theft has occurred due to the omission, negligence, default of deficiency in service if the security personnel deployed by the Agency, Necessary action as deemed fit by SunPetro including financial claimed shall be initiated by SunPetro and shall be binding of the security Agency.

i. To Maintain close liaison with local police and fire authorities.

j. Any other work concerned with the security arrangements given by the Company from time to time.

k. To issue gate passes for labour, visitors and keep records as directed by the Asset Manager/ Head Security/ any authorized Sun Petro Officer.

l. To provide under vehicle search mirrors, handheld metal detectors, walk through door frame metal detectors torches for security personnel as required.

m. Monitoring of gate, movement of men and materials with CCTV and wherever feasible. SunPetro/ Employer may provide Bicycle on requirement basis for movement of security guards

a) SECURITY SUPERVISOR :

- He will be responsible for total head count of people working inside the plant all the times.
- Ensure all the gates are closed during all the emergencies and wait for further instructions.
- He will be the in charge during his particular shift for the security purpose
- He will be responsible for security guards deployment and greet them their point wise responsibilities
- He will be responsible for the maintaining of records about Inward and Outward Men and materials Registers, Returnable and Non-returnable material Registers, Visitors Registers, Staff and Employees movement Registers, Key Registers, Vehicle movement Registers, Incidents recording Register
- He will be responsible for Supervising the security guards and their movements while on duty and instruct and brief them accordingly the days special tasks if any and guide them as per the instructions from Head Security or authorized official from the management whenever it is required
- He is responsible for the supervision of contract personal, vehicles and employees
- He conducts drill classes time to time and brief the security staff regarding security observations and implementations required in the plant area and also guide the security staff regarding fire and safety precautions to be observed
- He will be responsible shift taking over and handing over of duties of Security supervisor as well as security guards according to the management instructions
- He will be reporting each and every movement observed by him to the Head Security

b) SECURITY GUARDS :

- Ensure the visitor's vehicles are thoroughly checked and parked at their designated place.
- Access control system for all the personnel entering the plant shall be thoroughly checked as per the SunPetro security guidelines.
- Ensure for proper PPE as required to all the personnel including visitors entering the plant.

- Ensure the visitors are issued with appropriate visitor's pass and to be escorted and handed over him/her to the concerned SunPetro official.
- Ensure all the vehicles are fitted with spark arresters before entering into the plant.
- Checking incoming personnel for safety measures like safety shoes, helmets, other required equipment and any hazardous materials with them
- Checking men & material and in & out movement of vehicles
- Checking the vehicles, documents and drivers licenses
- Receiving the visitors politely and guide them to the security officer
- Guiding the staff personnel and incoming visitors vehicles to the parking place and see that the vehicles are parked properly
- Checking in & out employees and workers movement, loading & un-loading labour movement
- Thoroughly checking the vehicles of the staff, contractors and visitors vehicles while going out of the gate
- Controls the unauthorized personnel entries inside the Plant premises
- The security guard will be responsible for the property lying in his duty area for safeguarding it
- The security guard will be patrolling entire Area and observe the movement of men and material while patrolling.
- Will be reporting any unauthorized movement or untoward incidents immediately to the security officer/security supervisor
- Observation of men & material while on loading & un-loading.
- Upon the Tower guard watches the all corners of visible site to avoid the unauthorized persons into the site premises and he observes how the men & material movement is going on
- Observes the Pipelines, if any leakages are noticed immediately informed to the Security Officer/ Control room/ Radio room.

ARMED SECURITY GUARD: To guard installation or VIP escort as per requirement on call out basis. However other responsibilities will be as listed for security guard.

OTHER TERMS & CONDITIONS

1.1 The Security Agency will render complete security services round the clock 24X7, 365 / 366 days of the year and shall be responsible for all security and allied issues including fire-fighting.

1.2 The Security Agency will provide preferably smart literate and disciplined ex-service personnel (preferably Combatants) who are trained in security and fire-fighting etc.

- The Agency shall submit to the designated official from SunPetro – within 15 days of deployment or award of contract – the CV's of key security personnel proposed for the contract, including relevant experience and qualification and Govt. medical fitness certificates approved by the SunPetro management.

- **Police Verification and Antecedent Verification**

  - Police verification of character of security personnel employed to be submitted along with their CVs.
  - All deployed personnel shall undergo police/antecedent verification as applicable.
  - No person with an adverse or undisclosed criminal record shall be deployed without prior written approval of SunPetro.
  - Verification records shall be maintained and produced to SunPetro/authorities whenever required.
  - The Contractor shall be responsible for ensuring authenticity of documents submitted by its personnel.

1.3. The Security Agency will provide proper complete uniform to the security personnel deployed in the premises.

1.4 The Security Agency will comply with all Acts, Laws or other statutory regulations. Applicable or which might become applicable to the state with regard to the performance of the work including but not limited to the Minimum Wages Act, as per DGR, Contract Labour (Regulation and Abolition) Act 1970, Industrial Disputes Act, 1947, Provident Fund Act etc. and from time to time take such steps as may be deemed necessary in this regard for which you will furnish copies of returns and documentary evidence from time to time.

1.5 The Security Agency will ensure getting proper license / permission from the concerned authorities, if applicable from any Govt. Authority.

1.6 The Security Agency will indemnify the company against all losses or damages or liability arising out of or during the course of employing persons or out of his relations, or negligence of security personnel deployed.

1.7 The Security Agency will, in no case, transfer/subcontract or appoint caretaker for the services without proper permission from the company in writing.

1.8 The Security Agency will be directly responsible for any / all disputes arising between agency and its employees and keep the company indemnified against all losses, damages and claims arising thereof.

1.9 The Security Agency will be solely responsible for any / all such salaries and allowances to its staff that might become applicable under any new act Or orders of Government. However, in case of any increase in wages of its staff due to revision under Minimum Wages Act as applicable, these will be reimbursed the same from the date of enforcement after submission of proof of payment to his security guards deployed at site. Also Annual Increment and Bonus to be paid by the Security Agency to its employees as per rules and regulation act.

SunPetro will not be liable to pay any claim whatsoever other than the monthly bills for the services rendered.

1.10 As the security agency are required to provide round the clock security services including Saturdays / Sundays and Holidays, the security agency is required to cater for absenteeism, leave reserves and weekly offs of their staff.

1.11 The security arrangements are subject to change depending upon our requirement from time to time. The manpower indicated in SOR is tentative and Asset Manager/ Head Security reserved the right to increase / decrease the manpower deployment as deemed suitable. The payments will be regulated as per actual deployment.

1.12 Security agency to ensure that all personnel deployed are well behaved, courteous and soft spoken. In case any security personnel is found to be misbehaving with SunPetro staff and visitors or found to be in inebriated state (intoxicated or otherwise), he shall be removed from duty with immediate effect and to be replaced within 48 hours of such notice from SunPetro which shall be binding on the contractor.

2.0 Other Obligations of the Agency:

2.1 The Agency will fulfill all the requirements of statutory provisions of Prohibition of Narcotics Drugs Act, Provident Fund and Miscellaneous Provision Act, Minimum Wages Act, Payment of Wages ACT, Workmen compensation Act, Contract Labour (Regulation & Abolition Act) Industrial Dispute Act, Child Labour Act, Private security agency (regulation) act 2005, Inter-state migrant Act and other labour laws applicable to this job at its own risk and cost in respect of people employed. The Agency shall maintain the records required to be maintained under various laws and SunPetro is indemnified against all such risks.

2.2 The Agency shall take comprehensive insurance policy of adequate amounts to cover its employees against third party risks, workmen compensation etc. and will keep SunPetro indemnified against all such risks.

2.3 The Agency will keep SunPetro indemnified against all losses, damages, claims, charges, etc, arising out of this agreement on account of any reason whatsoever.

2.4 The Agency shall provide an organogram of the Head office and local offices responsible for carrying out the assignment / deployment of security personnel at respective sites of SunPetro.

2.5 The Agency shall ensure that a clear organization structure of the Local office is submitted to the designated official of SunPetro and shall bear the responsibility of informing about any future changes promptly of SunPetro

2.6 The Agency shall ensure that all relevant licenses pertaining to provision of security services including armed security personnel have been obtained from relevant Government Authorities before deployment of security personnel at respective sites. SunPetro will not be responsible for obtaining any permission from any statutory / Government Authorities.

2.7 The Agency shall ensure that it regularly carries out surprise security checks at each of the installations both in day and night at odd hours and maintain a written record of the same. Such checks should be done minimum twice a week. A monthly report in this regard is mandatory to be given by the agency to the designated official of SunPetro

2.8 The Agency shall ensure the competency assessment of all security personnel to be carried every year by way of conducting physical and return test of HSE and security subjects and the list shall be approved by SunPetro management.

2.9 Company may provide accommodation to Gorkha security guards maximum -16 Nos. free of cost at Bhaskar Field. However food will be chargeable basis.

D) Bhaskar - II

1. Security Services are required in Bhaskar -II on a round-the clock basis as per directions of Mines Manager:

Sr. No.	Location	Description Of Service	UOM	No. of Security Guards per day
1	Bhaskar-II Field	Gorkha Ex.Army Man Security Guard service	Per Day	03

The category wise mentioned Nos. are indicative and for evaluation purpose actual requirement may vary.

Company will provide accommodation for out of state Gorkha Ex-Army Man on sharing basis.

2. Scope of Service

2.1 Security guards to be deployed at Bhaskar – II or any other location as per directions of Management/Asset Manager/ Head Security and Administration

a) Number of security guards on 8-**hour shift duty** in Bhaskar-II field at following locations on round the clock basis:

GORKHA Ex.Army Man Security Guard :

Barrier gate at 1.3 KM & LBDP - 03 Nos

Total number of guards required per day in Bhaskar-II = 03 Nos. Above is estimated requirement and actual may differ based on requirement.

2.2 The number of security guards is indicative and may decrease or increase as per requirement.

2.3 All guards need to be mandatory trained in handling firefighting equipment and in case of firefighting requirement, guards will do firefighting work.

2.4 All guards need to be physically fit as can be deployed for all security duties in the deployed area.

2.5 All security staff to be deployed should be physically active without any physical handicap and preferably should be following age:

Description Of Service	Age years
Gorkha – Ex Army Man Security	35-50

2.6 The security guards to be provided must be in agency's uniform, physically fit, trained and have the necessary experience and integrity to guard the locations with professional sincerity.

2.7 Guards should have safety Torch and accessories like whistle & wooden lathi etc. for watch in the night.

2.8 Security Guards deployed has to ensure security of Bhaskar- II locations including safeguarding of plantation throughout the road leading to Jetty point. The patrolling party will take periodic round in the field as per instruction of Asset Manager/ Head Security/ any other designated person from the Company.

2.9 Guard must be minimum 10th standard pass and should be able to speak, read and write in local as well as Hindi and English language.

2.10 Contractor to provide CV of guard along with Government issued Identity card before deployment for approval of Asset Manager / Head Security

2.11 Security guards can be changed with approval from site in charge only except in emergency for that security agency to report immediately to Asset Manager/Head Security.

2.12 Any guard found misbehaving with Company Representative or found not performing duty as per requirement need to be replaced immediately.

2.13 Contractor provides his company identity card for all personnel to be deployed.

Above mentioned manpower are indicative in nature and may increase or decrease based on requirement and sole discretion of company. Contractor should ensure that-

a) The figures mentioned in above tables are indicative in nature for one day, it may change based on actual site requirement. Company will pay as per quoted rates on actual manpower deployed in the schedule.

b) The security personnel provided by the Agency shall minimum tenth passed, smart, physically fit with not less than three years' experience in industrial security, well behaved and properly trained in the performance of the security services.

c) The security personnel provided by the Agency shall be punctual in the duties. In case of any complain made by the SunPetro, the Agency shall replace such security personnel with new security personnel within 2 days time (For Gorkha Security Guards minimum 7 days).

d) The Agency shall provide the security personnel with neat and clean uniforms, shoes, Peak cap etc. Agency shall ensure that the security personnel wear these uniforms all the time on duty. Each person should be issued with an I –Card which should be displayed at all times.

e) The Agency shall ensure that all security personnel are suitably provided and equipped with Polycarbonate/wooden Lathi, Torch, Whistle, Licensed Gun & cartridges (in case of armed security personnel), etc

Other Roles & Responsibilities

a. To provide round the clock 7 days a week, 365/366 days of the year, security services including fire fighting for the assigned premises and also to ensure that the surrounding of the premises is not encroached by the unauthorized person like fishermen, vendors, hawkers etc.

b. Protection of the office bunks, plants, warehouse and its property against pilferage, loss, sabotage and fire etc. To perform watch and wards functions including night patrol on the various points of deployment.

c. Guarding the entry and Exit points of the project to control the movement of men and material and vehicles. To prevent the entry of stray dogs, antisocial aliments, unauthorized persons and vehicles into the building.

d. To carry out security checks as per the instructions issued from time to time.

- To prevent unauthorized entry. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them.

- The Security guards should ensure that the flowers, plants, are not damaged either by the staff or by outsiders. The security guards will also help the firefighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

e. Checking the incoming and outgoing goods, materials against proper gate Passes through procedures & duly authorized by competent authority and keep records as directed by Asset Manager/Head Security/ any other authorized Authority.

f. Ensuring judicious use of electricity by switching off light and power whenever not required after office hours.

g. To Provide intelligence services to detect anti company activities and undesirable characters engaged in pilferage/sabotage of various items including sanitary fittings, office materials etc.

h. To extend assistance in investigation of accidents, cases of thefts / pilferage and other activities prejudicial to SunPetro

i. The security personnel should be vigilant at all hours of duty and shall take proper care in guarding the plant and machinery, office equipment, materials stored inside the premises as well as in open areas at respective sites.

j. The security personnel deployed by the Agency shall be responsible for keeping proper watch and ensure that no pilferage on any kind takes place at all the respective sites. In case of any theft, etc. from the premises, the Agency shall assist SunPetro in conducting a joint enquiry in the matter and shall assist SunPetro In coordinating with the law and order authorities in loading an FIR, persuasion of the case, etc. In case it is established that the theft has occurred due to the omission, negligence, default of deficiency in service if the security personnel deployed by the Agency, Necessary action as deemed fit by SunPetro including financial claimed shall be initiated by SunPetro and shall be binding of the security Agency.

k. To Maintain close liaison with local police and fire authorities.

l. Any other work concerned with the security arrangements given by the Company from time to time.

m. To issue gate passes for labour, visitors and keep records as directed by the Asset Manager/ Head Security/ any authorized Sun Petro Officer.

n. To provide under vehicle search mirrors, handheld metal detectors, walk through door frame metal detectors torches for security personnel as required.

o. Monitoring of gate, movement of men and materials with CCTV and wherever feasible. SunPetro/ Employer may provide Bicycle or motorcycle on requirement basis for movement of security guards.

E) Hazira Field

1. About the Field:

Hazira Onshore consists of:

- Offshore Platform
- Land based drilling platform (LBDP)
- Onshore crude oil & natural gas processing facility

LBDP:
The LBDP, which consists of a 1.5 km causeway extending into the Gulf of Khambhat to a 10,000 m2 artificial island, was commissioned in 1999. The LBDP is a unique drilling and production platform made exclusively for multiple wells in the transitional zone and near offshore areas .Total 18 wells are drilled at LBDP & out of these 5 gas wells and 1 oil well (TZ#3) are currently produced wells. The LDBP consists of wells, intake headers, pipeline, and vessel and compressor unit. Two 12'' underground pipelines are there to transport the produced fluids from LBDP to onshore oil & gas processing facility for further treatments and sales to customer.

Hazira Gas Plant
Hazira Gas Plant is designed for handling 5.6 million standard cubic meters per day of gas and 1,250 barrels of oil per day. The gas is transported to the Gas Plant via the 12" pipelines from the LBDP and OFDP and the land well flow lines.

The Gas Plant is comprised of the following facilities.

- Intake headers
- Inlet separators
- Natural Gas Compression Facility (4 compressors)
- Dew Point Control Unit (DPCU)
- Crude oil processing facility (includes vessel, heater, storage tanks, loading bay)
- Effluent Treatment Plant (ETP)
- Fixed firefighting unit
- Aboveground and underground pipelines
- Control room building with instrument facility.
- Main office and warehouse buildings, including two chemical storage areas.

2. Objective:
Objective of the contract is of Hiring of agency / contractor for supply of experienced & qualified manpower to provide Security Services for Hazira onshore facility (LBDP & Hazira Gas Plant).
For this purpose, a suitable agency is required to be finalized through competitive bidding process for complete scope of services (SOS). This detailed document specifies and describes the duties, obligations and works to be performed.

3.0 Scope:
Agency is required to provide 06 Nos. preferably Ex-Servicemen as security guards and 01 No. preferably Ex-serviceman as Supervisor on call out basis. The security guards are required to man the Hazira facility and other Hazira locations as and when required.

3.1 To provide round the clock 7 days a week, 365/366 days of the year, security services including fire fighting for the assigned premises and also to ensure that the surrounding of the premises is not encroached by the unauthorized person like vendor, hawker etc.

3.2 Protection of the office, plants, warehouse and its property against pilferage, loss, sabotage and fire etc. To perform watch and wards functions including night petrol on the various points of deployment.

3.3 Guarding the entry and exit points of the plant premises to control the movement of men and material and vehicles. To prevent the entry of stray animals, antisocial aliments, unauthorized persons and vehicles in to the building/plant premises.

3.4 To carry out security checks as per the instructions issued from time to time.

- To prevent unauthorized entry. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them.

- The Security guards should ensure that the flowers and plants, are not damaged either by the staff or by outsiders. The security guards will also help the firefighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

3.5 Checking the incoming and outgoing goods, materials against proper gate Passes through procedures & duly authorized by competent authority and keep records as directed by Engineer In-charge.

3.6 Ensuring judicious use of electricity by switching off light and power whenever not required after office hours.

3.7 To Provide intelligence services to detect anti company activities and undesirable characters engaged in pilferage/sabotage of various items including sanitary fittings, office materials etc.

3.8 Attending to telephone calls and to convey message whenever necessary to the persons concerned and also receiving urgent mail like telegrams, courier mail, newspapers etc. during non-working hours.

3.9 Reporting to Engineer-in-charge of any irregularity observed and suggesting for remedial measures.

3.10 To extend assistance in investigation of accidents, cases of thefts / pilferage and other activities prejudicial to SunPetro.

3.11 The security personnel should be vigilant at all hours of duty and shall take proper care in guarding the plant and machinery, office equipment, materials stored inside the premises as well as in open areas at respective sites.

3.12 The security personnel deployed by the Agency shall be responsible for keeping proper watch and ensuring that no pilferage on any kind takes place at all the respective sites. In case of any theft, etc. from the premises, the Agency shall assist SunPetro in conducting a joint enquiry in the matter and shall assist SunPetro In coordinating with the law-and-order authorities in loading an FIR, persuasion of the case, etc. In case it is established that the theft has occurred due to the omission, negligence, default of deficiency in service if the security personnel deployed by the Agency, Necessary action as deemed fit by SunPetro including financial claimed shall be initiated by SunPetro and shall be binding of the security Agency.

3.13 To Maintain close liaison with local police and fire authorities.

3.14 Any other work concerned with the security arrangements given by the Company from time to time.

3.15 To issue gate passes for labor, visitors and keep records as directed by the Engineer-in -Charge.

3.16 To provide under vehicle search mirrors, handheld metal detectors, walk through door frame metal detectors torches for security personnel as required.

3.17 Monitoring of gate, movement of men and materials with CCTV and wherever feasible.

3.18 SunPetro may provide Bicycle on requirement basis for movement of security guards.

4.0 OTHER TERMS & CONDITIONS

4.1 The Security Agency will render complete round the clock 24X7, 365 / 366 days of the year security services and shall be responsible for all security and allied issues including fire-fighting.

4.2 The Security Agency will provide preferably smart literate and disciplined ex-service personnel (preferably Combatants) who are trained in security and fire -fighting etc. They should preferably be in the age group of 25 to 50 years and should be physically fit and smart.

- The Agency shall submit to the designated official from SunPetro – within 15 days of deployment or award of contract – the CV's of key security personnel proposed for the contract, including relevant experience and qualification and Govt. medical fitness certificates approved by the SunPetro management.
- Police verification of character of security personnel employed to be submitted along with their CVs.
- Age limit of the security staff shall not exceed more than 50 yrs in case of guards and 55 yrs in case of supervisors.

4.3 The Security Agency will provide proper complete uniform to the security personnel deployed in the premises.

4.4 The Security Agency will comply with all Acts, Laws or other statutory regulations. Applicable or which might become applicable to the state of Andhra Pradesh with regard to the performance of the work including but not limited to the Minimum Wages Act, as per DGR, Contract Labour (Regulation and Abolition) Act 1970, Industrial Disputes Act,1947, Provident Fund Act etc. and from time to time take such steps as may be deemed necessary in this regard for which you will furnish copies of returns and documentary evidence from time to time.

4.5 The Security Agency will ensure getting proper license / permission from the concerned authorities, if applicable from any Govt. Authority.

4.6 The Security Agency will indemnify the company against all losses or damages or liability arising out of or during the course of employing persons or out of his relations, or negligence of security personnel deployed.

4.7 The Security Agency will, in no case, transfer/subcontract or appoint caretaker for the services without proper permission from the company in writing.

4.8 The Security Agency will be directly responsible for any / all disputes arising between you and your employees and keep the company indemnified against all losses, damages and claims arising thereof.

4.9 The Security Agency will be solely responsible for any / all such salaries and allowances to your staff that might become applicable under any new act or orders of Government. However, in case of any increase in wages of your staff due to revision under Minimum Wages Act as applicable, these will be reimbursed the same from the date of enforcement. SunPetro will not be liable to pay you any claim whatsoever other than the monthly bills for the services rendered.

4.10 As the security agency are required to provide round the clock security services including Saturdays / Sundays and Holidays, the security agency is required to cater for absenteeism, leave reserves and weekly offs of their staff without any additional cost

4.11 The security arrangements are subject to change depending upon our requirement from time to time. The manpower indicated in SOR is tentative and Engineer in-Charge reserved the right to increase / decrease the manpower deployment as deemed suitable. The payments will be regulated as per actual deployment.

4.12 Security agency to ensure that all personnel deployed are well behaved, courteous and soft spoken. In case any security personnel is found to be misbehaving with SunPetro staff and visitors or found to be, inebriated state (intoxicated or otherwise), he shall be removed from duty with immediate effect and to be replaced within 48 hours of such notice from SunPetro which shall be binding on the contractor.

5.0 Other Obligations of the Agency:

5.1 The Agency will fulfill all the requirements of statutory provisions of Prohibition of Narcotics Drugs Act, Provident Fund and Miscellaneous Provision Act, Minimum Wages Act, Payment of Wages ACT, Workmen compensation Act, Contract Labour (Regulation & Abolition Act) Industrial Dispute Act, Child Labour Act, Private security agency (regulation) act 2005, Inter-state migrant Act and other labour laws applicable to this hob at this own risk and cost in respect of people employed by him. The Agency shall maintain the records required to be maintained under various laws and SunPetro is indemnified against all such risks.

5.2 The Agency shall take comprehensive insurance policy of adequate amounts to cover its employees against third party risks, workmen compensation etc. and will keep SunPetro indemnified against all such risks.

5.3 The Agency will keep SunPetro indemnified against all losses, damages, claims, charges, etc, arising out of this agreement on account of any reason whatsoever.

5.4 The Agency shall provide an organogram of the Head office and local offices responsible for carrying out the assignment / deployment of security personnel at respective sites of SunPetro.

5.5 The Agency shall ensure that a clear organization structure of the Local office is submitted to the designated official of SunPetro and shall bear the responsibility of informing about any future changes promptly of SunPetro

5.6 The Agency shall ensure that all relevant licenses pertaining to provision of security services including armed security personnel have been obtained from relevant Government Authorities before deployment of security personnel at respective sites. SunPetro will not be responsible for obtaining any permission from any statutory / Government Authorities.

5.7 The Agency shall ensure that it regularly carries out surprise security checks at each of the installations both in day and night at odd hours and maintain a written record of the same. Such checks should be done minimum twice a week. A monthly report in this regard is mandatory to be given by the agency to the designated official of SunPetro

5.8 The Agency shall ensure the competency assessment of all security personnel to be carried every year by way of conducting physical and return test of HSE and security subjects and the list shall be approved by SunPetro management.

6.0 Roles & Responsibilities:

f) SECURITY SUPERVISOR:

- He will be responsible for total head count of people working inside the plant all the times.
- Ensure all the gates are closed during all the emergencies and wait for further instructions.
- He will be the in charge during his particular shift for the security purpose
- He will be responsible for security guards deployment and greet them their point wise responsibilities
- He will be responsible for the maintaining of records about Inward and Outward Men and materials Registers, Returnable and Non-returnable material Registers, Visitors Registers, Staff and Employees movement Registers, Key Registers, Vehicle movement Registers, Incidents recording Register
- He will be responsible for Supervising the security guards and their movements while on duty and instruct and brief them accordingly the days special tasks if any and guide them as per the instructions from Security Officer or authorized official from the management whenever it is required
- He is responsible for the supervision of contract personal, vehicles and employees

- He will be patrolling during his duty and signing the point books of the guards and guide and motivate the guards
- He conducts drill classes time to time and brief the security staff regarding security observations and implementations required in the plant area and also guide the security staff regarding fire and safety precautions to be observed
- He will be responsible shift taking over and handing over of duties of Security supervisor as well as security guards according to the management instructions
- He will be reporting each and every movement observed by him to the security officer.

g) SECURITY GUARDS:

- Ensure the visitor's vehicles are thoroughly checked and parked at their designated place.
- Access control system for all the personnel entering in to the plant shall be thoroughly checked as per the SunPetro security guidelines.
- Security briefing/ HSE briefing to be given to the first timers and the visitors before sending them into the plant.
- Ensure for proper PPE as required to all the personnel including visitors entering the plant.
- Ensure the visitors are issued with appropriate visitor's pass and to be escorted and handed over him/her to the concerned SunPetro official.
- Ensure all the vehicles are fitted with spark arresters before entering in to the plant.
- Checking of incoming personnel for safety measures like safety shoes, helmets, other required equipments and any hazardous materials with them
- Checking men & material and in & out movement of vehicles
- Checking the vehicles, documents and drivers licenses
- Receiving the visitors politely and guide them to the security officer
- Guiding the staff personnel and incoming visitors vehicles to the parking place and see that the vehicles are parked properly
- Checking in & out employees and workers movement , loading & un-loading labour movement
- Thoroughly checking the vehicles of the staff, contractors and visitors vehicles while going out of the gate
- Controls the unauthorized personnel entries inside the Plant premises
- The security guard will be responsible for the property lying in his duty area for safeguarding it
- The security guard will be patrolling entire Area and observe the movement of men and material while patrolling.
- Will be reporting any unauthorized movement or untoward incidents immediately to the security officer/security supervisor
- Observation of men & material while on loading & un-loading.
- Upon the Tower guard watches the all corners of visible site to avoid the unauthorized persons into the site premises and he observes how the men & material movement is going on
- Observes the Pipelines, if any leakages are noticed immediately informed to the Security Officer/ Control room/ Radio room.

h) Armed Security Guard: To guard installation or VIP escort as per requirement on call out basis. However other responsibilities will be as listed for security guard.

7.0 Manpower Deployment:

S. No	RANK	Location	Total No	Duty Pattern
1	Security Supervisor (Call Out Basis)	Hazira Plant	1	12hrs
2	Security Guards	Main Gate (2+2)	4	12hrs
		LBDP	2	12hrs
3	Armed Security Guard (Call Out Basis)	Hazira	1	12 hrs
Grand Total :			**6+2 (call out basis)**	

Above mentioned manpower is indicative in nature and may increase or decrease based on requirement and sole discretion of company. Contractor should ensure that-

- The figures mentioned in above tables are indicative in nature for one day, it may change based on actual site requirement. Company will pay as per quoted rates on actual manpower deployed in the schedule.
- The security personnel provided by the Agency shall minimum tenth passed, smart, physically fit with not less than three years' experience in industrial security, well behaved and properly trained in the performance of the security services.
- The security personnel provided by the Agency shall be punctual in the duties. In case of any complain made by the SunPetro, the Agency shall replace such security personnel with new security personnel within 2 days' time.
- The Agency shall provide the security personnel with neat and clean uniforms, shoes, Peak cap etc. Agency shall ensure that the security personnel wear these uniforms all the time on duty. Each person should be issued with an Identity –Card which should be always displayed.
- The Agency shall ensure that all security personnel are suitably provided and equipped with Lathi, Torch, Whistle, Licensed Gun & cartridges (in case of armed security personnel), etc.
- As the security agency are required to provide round the clock security services including Saturdays / Sundays and Holidays, the security agency is required to cater for absenteeism, leave reserves and weekly offs of their staff without any additional cost.

Special Condition Applied

1. Security Manpower Deployment

I. Once the Work is awarded, Contractor has to produce resume of candidates to SunPetro Representative, within 15 days. SunPetro, at its discretion, may also conduct interview of candidates if so desired.

II. SunPetro reserves the right to ask for replacement of any man power deployed, found not suitable, and in such case, the Contractor has to provide suitable replacement within 7 days.

III. Manpower shown in Price Schedule is indicative , actual shall be as per requirement.

IV. The duty pattern of Contractor's manpower at the Hazira Field shall be defined below:

DUTY PATTERN

HAZIRA GAS PLANT & LBDP	
Round the clock shifts	**Timing**
General Shift	09:00 – 17:30 hrs.
Day Shift	0800 – 20:00 hrs
Night Shift	2000 – 0800 hrs

Note: The shift pattern may be changed by the company with mutual consent of the Contractor

2. Transportation for:

Hazira Gas plant & LBDP Personnel

The contractor shall provide for its employees, transportation to and fro from sites to Surat / or any other place.

3. HSE Consideration.

I. The Contractor must ensure that all the personnel to be deployed at Hazira Field are medically fit and have undergone the basic training in Safety & firefighting.

II. During entire period of contract, all contract Employee must be certified by a Govt Medical Practioner, that Employee is fit to work in Mines. Contractor shall provide uniform, safety boots/gumboots, safety glasses, Rain coat to his employees. Only cotton clothing is allowed at site. Contractor personnel should carry their own uniform/ overalls and the same should be bearing Contractor Company's logo and should be of different colours (other than the colour followed by SunPetro).

III. Contractor shall report all incident/accident/ Near miss to Company's HSE Manager immediately. In case of any accident on duty hours to contractors' employees, contractor shall provide all medical

assistance to the injured person at the cost of contractor. First aid and support to be provided by the company as per factories act. On request of contractor's authorized person, SunPetro shall provide support for treatment in SunPetro's panel hospitals at the cost of contractor.

4. Competency requirement
(Minimum competency required for each position)

Manpower Deployment:

NO	RANK	Qualification	Experience	Age Limit
1	Security Supervisor	10+2 Pass	Army / Para-military Ex. Service man or Minimum 10 years of experience in Security Service. Computer knowledge	≤ 55 Year
2	Security Guards	Matric Pass	Army / Para-military Ex. Service man or Minimum 5 years of experience in Security Service	≤ 50 Year
3	Armed Security Guard	10+2 Pass	Army / Para-military Ex. Service man or Minimum 10 years of experience in Security Service. Computer knowledge	≤ 50 Year

F) Mumbai Corporate Office

SunPetro is having its head office at 8th ,9th and 10th Floor ATL corporate park, saki Vihar Road, Mumbai. This office is to be manned by security round the clock (24x7)

1.0 Access control: Maintaining the entrance and exit points of the premises, ensuring authorized personnel are allowed to enter the office. This includes checking employee ID's recording visitor details and providing access to authorized individuals.

1.1 Surveillance: The security guard should maintain vigilance around the clock and report any threat to the management team.

1.2 Patrolling: Walking around the premises of the corporate office, ensuring the vicinity is secure and there is no unauthorized access to the office. Regular patrols should be conducted according to the specified schedule.

1.3 Handling emergencies: Responding promptly to any emergencies such as fire, medical emergencies, or break ins.In the case of emergencies, the security guard should be able to alert the management team and provide any necessary support.

1.4 Alarm System Management: Armed with knowledge of the alarms and emergency response procedures of the corporate office, the security guard should be able to handle emergency notifications promptly, reach the concern department and invest any security breach.

1.5 Customer service: The role requires assistance to visitors and staff in terms of providing directions and handling general queries. Offering support and assistance to any security concern in a courteous manner.

1.6 Knowledge of firefighting system: Security guards should have practical knowledge about how to handle firefighting systems such as fire extinguishers, FAS panel.

1.7 Manpower Deployment

Sr. No.	Location	Description of service	UOM	No. Of Guards
1	Mumbai HO	General Security Guard	Per Day	6

Note: The No. of category-wise security guards mentioned are indictive and may decrease or increase as per the requirements.

G) Nagothane

Duties and responsibilities of the security guards deployed at Nagothane site to ensure effective security management and the safety of premises.

1.0 **Main Gate:** Security supervisor is stationed at the main gate. Their task involves maintaining registers, handling registers, supervising all guards, and overseeing the security of the premises. Also daily recording of daily water meter readings.

1.1 **Back side:** 1 Security Guard is assigned to the back side of the premises. Their duties include watch and ward responsibilities for materials and equipment, regular patrolling, and vigilance against any unauthorized movements.

1.2 **Tower:1** Security Guard is deployed at the tower to monitor the premises from an elevated vantage point. The guard conducts patrols along the outside boundary wall to ensure comprehensive security coverage.

1.3 **Night Shift:** 3 Security Guards are assigned to the night shift, with duties similar to those of the day shift guards. They are responsible for monitoring, patrolling and responding to any incidents that may arise during the night.

1.4 **Manpower Deployment:**

Sr. No.	Description of service	UOM	No. of Guards
1	General Security Guard	Per Day	5
2	General Security Supervisor	Per Day	1

Note: The No. of category wise security guards mentioned are indictive and may decrease or increase as per the requirements

SECTION – 6

BID EVALUATION CRITERIA

6.1 TECHNICAL EVALUATION CRITERIA

6.1.1 Bid should be complete in all respect covering all the scope of work and should conform to the technical specifications indicated in the bid documents. Incomplete and non-conforming bid to the specifications will be rejected.

6.1.2 The bidder has to quote for all Categories of Security Services.

The bidder should meet the following criteria:

a. The bidder should have minimum (Five) years (prior to April- 2026) experience in providing Security Services in Oil and Gas field, oil Installations / Petrochemical Plants / EPS / GGS / CTF / GCS.

b. The bidder should have executed at least 2 (two) security contract(s) in the last 5 (five) years (prior to 31st march 2026) in Oil & gas field, oil Installations / Petrochemical Plants / EPS / GGS / CTF / GCS.

c. Bidder should have all necessary permission available like valid PSARA license, EPFO and ESIC registration. All necessary documents to be submitted along with the bid.

d. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on Security Services provided of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down above.

e. In case the bidder is a Joint Venture company, the following requirement should be satisfied by the bidder:

i. The leader of the JV should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender including all interface risks of services / equipment being provided. This confirmation should be submitted along with the techno-commercial bid.

ii. All the members of the JV must undertake in their MOU that each party shall be jointly and severally liable to SunPetro for any and all obligations and responsibilities arising out of this contract (if awarded).

f. If BIDDER or their associates has any past work experience with SunPetro or group companies, then bidder should produce certificate of satisfactory work completion / performance. Poor performance or any pending dispute, due to any reason whatsoever, by the bidder or their associates, may result in outright rejection of their bid.

6.2 FINANCIAL EVALUATION CRITERIA

6.3.1 The bidder should have average yearly turnover for last three financial years (2023-24, 2024-25 & 2025-26) more than INR Rupees 1,00,00,000/- (Rs. One Crore)

6.3.2 Net worth of the bidder should be positive.

6.3.3 Copies of certificates to be submitted: Valid PAN Card, VAT Registration certificate (if applicable), GST, Service Tax Registration Certificate.

6.3.4 The company should have been registered under the Companies Act and should have relevant Certificate pertaining to labor license, PF, ESI, WC etc.

6.3 COMMERCIAL EVALUATION CRITERIA

6.2.1 Proof of the issue of Tender Document must be sent along with "Technical & Un–Priced Commercial Bid" in ENVELOPE - I.

6.2.2 Submission of Bid

Bids are to be submitted as per instruction provided in Notice Inviting of Tenders in Section – 2.

6.2.3 Acceptance of Terms &conditions

The bidder must confirm unconditional acceptance of Terms & Condition of Contract as per Section-3, Price Schedule format as per Section-8 and Instruction to bidder as per Section-2

6.2.4 Offer of following type shall be liable for rejection:

a. Fax / e-mail / Xerox/photo/scanned copy offers
b. Offer made by Agent /retainer/consultant / Representatives / Associates / of the foreign principal
c. Offer do not conform to validity period as per ITB
d. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB
e. Offer without valid GST registration
f. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST credit benefit (wherever applicable) in respect of the payment of GST ,Excise Duty ,service tax etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty , GST .
g. Offers where prices are not firm during entire duration of the contract and /or with qualifications.
h. Offer not duly signed by authorized signatory
i. Bidders not meeting Mobilization period

6.2.5 Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

6.4 GENERAL

Bidders to note the following:

6.4.1 In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.

6.4.2 In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.

SECTION – 7

RESPONSIBILITY MATRIX

RESPONSIBILITY MATRIX

Sl. No	Description	SunPetro	Contractor	Remarks, agreeable or not (Y/N)
1	Fire Fighting Training	X	√	
2	Medical Fitness Certificate as per DGMS Form "O"	X	√	
3	2Nos of Uniform/year, Safety Shoe, Sweater/Winter Jacket, Raincoat, Whistle, Poly Carbonate Lathi, Bicycle & Emergency Torch etc	X	√	
4	Transportation from Baola, Modhera, Hazira, Bhaskar or any other fields in Gujarat to residence area to and fro.	X	√	
5	Seating arrangement for Supervisor & Guards.	√	X	
6	Table, Chair, Almirah & Computer for Supervisor	√	X	
7	Required Registers for record keeping	√	X	
8	Record Keeping		√	
9	Approval of guard prior to deployment	√	√	
10	Monitoring of movement by CCTV by duty guard	X	√	
11	Boarding & Lodging	X	√	

SECTION – 8

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

PRICE SCHEDULE

Bidder shall quote the fixed lump sum price in the format given under after referring the Scope of Work and clarifications issued hereafter till submission of bid due date.
The monthly rates quoted below shall be inclusive of all taxes and duties except GST which is extra, to be borne by SunPetro. The Lumpsum price quoted for each item as per the scope of work shall be based on Payment of Minimum Wage Act of Central Govt. Rules and provision of rate revision and any amendment thereto. The quoted rates will remain fixed and firm till the completion of the total term of the Contract (Primary term of two (3) years and Extension Term of one (1) year based on requirement) and no revision in rates shall be allowed during this period.
Contractor is required to make payment to security guards on or before 7th of every month and payment receipt of preceding month to be attached with the invoice.

A) Baola Field

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C= axb
1	Baola Field	General Security Guard service	Per Guard / Per Month	6		
2	Baola Field	Armed Security Guard service- Call Out Basis	Per Guard / Per Day	1		
3	**Total Monthly charges, INR (Sr.No.1 & 2)**					
	Total Price for one year, INR (12 months x Sr No. 3)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 6, however category-wise requirement shall be firmed up on award.

B) Modhera Field

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C= aXb
1	Modhera Field	Ex-Army Man Security Guard Service	Per Guard / Per Month	3		
2	Modhera Field	General Security Guard service	Per Guard / Per Month	1		
3	Modhera Field	Armed Security Guard service- Call Out Basis	Per Guard / Per Day	1		
4	**Total Monthly charges, INR (Sr.No.1 to 4)**					
	Total Price for one year, INR (12 months x Sr No. 5)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 4, however category-wise requirement shall be firmed up on award.

C) Bhaskar - I Field

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C=aXb
1	Bhaskar - I Field	Gorkha Ex Army Man Security Supervisor	Per Guard/ Per Month	1		
2	Bhaskar - I Field	Ex Army Man Security Supervisor	Per Guard / Per Month	1		
3	Bhaskar - I Field	GORKHA - Ex-Army Man Security Guard Service	Per Guard / Per Month	18		
4	Bhaskar - I Field	Ex-Army Man Security Guard Service	Per Guard / Per Month	9		
5	Bhaskar - I Field	General Security Guard service	Per Guard / Per Month	18		
6	Bhaskar – I Field	Armed Security Guard service- Call Out Basis	Per Guard / Per Day	1		
7	**Total Monthly charges, INR (Sr.No.1 to 6)**					
	Total Price for one year, INR (12 months x Sr No. 7)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 45, however category-wise requirement shall be firmed up on award.

D) Bhaskar - II Field

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C=aXb
1	Bhaskar - II Field	GORKHA - Ex-Army Man Security Guard Service	Per Guard / Per Month	3		
2	**Total Monthly charges, INR (Sr.No.1)**					
	Total Price for one year, INR (12 months x Sr No. 2)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 3, however category-wise requirement shall be firmed up on award.

E) Hazira Field

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C=aXb
1	Hazira Field	Security Supervisor (Callout Basis)	Per Guard / Per Day	1		
2	Hazira Field	Security Guards (12 hours duty)	Per Guard / Per Month	6		
3	Hazira Field	Armed Security Guard (Callout Basis)	Per Guard / Per Day	1		
4	**Total Monthly charges, INR (Sr.No.1 to 3)**					
	Total Price for one year, INR (12 months x Sr No. 4)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 7, however category-wise requirement shall be firmed up on award.

F) Mumbai Corporate Office

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C=aXb
1	Mumbai HO	General Security Guard	Per Guard / Per Month	6		
2	**Total Monthly charges, INR (Sr.No.1)**					
	Total Price for one year, INR (12 months x Sr No. 2)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 3, however category-wise requirement shall be firmed up on award.

G) Nagothane

Sr. No.	Location	Description Of Service	UOM	Estimated No. of Security (a)	Per Person / Per Month Charges (b)	Total Charges per Month C=aXb
1	Nagothane	General Security Guard	Per Guard / Per Month	5		
2	Nagothane	General Security Supervisor	Per Guard / Per Month	1		
3	**Total Monthly charges, INR (Sr.No.1 to 2)**					
	Total Price for one year, INR (12 months x Sr No. 3)					

Above table is indicative and meant for evaluation purpose. Present security requirement is total 6, however category-wise requirement shall be firmed up on award.

Note:

1. The Bidder shall quote the rates strictly in the Price Schedule provided in the Tender Document, after carefully reviewing the complete Scope of Work, Terms & Conditions, HSE requirements, statutory requirements, site-specific requirements and all clarifications/bulletins/corrigenda issued by SunPetro up to the last date of submission of the Bid.
2. The Bidder shall quote firm monthly/per-person rates for the respective categories of security personnel and per-day rates for call-out security personnel, as specifically indicated in the Price Schedule.
3. The quoted rates shall be inclusive of all costs, charges, expenses, statutory liabilities, overheads, supervision, administration, uniforms, shoes, equipment, communication facilities, transportation/mobilization, reliever arrangements, weekly-off/leave arrangements, bonus, gratuity provisions, PF, ESI, insurance, statutory contributions, applicable duties/levies and all other costs necessary for satisfactory execution of the Scope of Work, except GST, which shall be payable extra by SunPetro at the applicable rate.
4. The Bidder shall ensure compliance with all applicable Central/State Government laws, rules, notifications, orders and amendments relating to deployment of security personnel, including applicable minimum wages, social security benefits, labour laws, PSARA requirements, statutory working hours, weekly offs, overtime, leave, bonus, PF, ESI and other applicable statutory obligations.
5. The quoted rates shall be based on the applicable statutory minimum wages and other statutory benefits prevailing as on the last date of submission of the Bid. The Bidder shall make adequate provision in its quoted rates for all statutory and contractual obligations applicable to the services.
6. The Bidder shall be deemed to have considered all costs associated with providing adequate relievers/replacement manpower to ensure uninterrupted security services, including weekly offs, leave, absenteeism, training, medical examination and other statutory/non-statutory requirements. No separate payment shall be made on this account unless specifically provided in the Price Schedule.
7. The monthly rates quoted for regular security personnel shall be applicable irrespective of the number of calendar days in a particular month and shall cover the complete monthly deployment as specified in the Scope of Work, subject to deductions for short deployment/absence as provided in the Contract.

8. The rates quoted against call-out security services shall be on a per guard/per day basis and shall be payable only for the actual number of guard-days availed/deployed by SunPetro. The estimated quantity shown in the Price Schedule is for bid evaluation purposes only and shall not constitute any minimum guaranteed quantity or expenditure by SunPetro.
9. For call-out services, deployment shall be made only against the requirement/instruction of the authorized representative of SunPetro. No payment shall be made for unutilized/undeployed call-out manpower.
10. The Bidder shall quote the call-out rate after considering all applicable costs, including wages, statutory benefits, transportation, supervision, reliever arrangements, uniforms, equipment and other associated expenses. No additional payment shall be admissible unless specifically provided for in the Contract.
11. The manpower quantities indicated against each location/category in the Price Schedule are estimated/indicative quantities for the purpose of bid evaluation and budgetary estimation only. The actual category-wise deployment may vary depending upon operational requirements, site conditions and security requirements.
12. The present estimated total deployment at each location is indicated for evaluation purposes. SunPetro reserves the right to increase/decrease/reallocate the manpower requirement among the specified categories and locations during the Contract period in accordance with the provisions of the Contract.
13. The Contractor shall have no claim for minimum guaranteed quantity, minimum monthly billing or compensation on account of reduction/non-utilization of the estimated manpower, except to the extent expressly provided in the Contract.
14. The quantities/values indicated in the Price Schedule are not a commitment or guarantee by SunPetro for placement of any minimum order or for utilization of the entire estimated quantity. Payment shall be made based on actual services satisfactorily rendered and certified by the authorized representative of SunPetro, subject to the Contract terms.
15. The total monthly amount and annual amount indicated in the Price Schedule shall be used for commercial evaluation purposes. The annualized amount shall not be construed as a minimum guaranteed expenditure or contractual commitment of SunPetro.
16. The Bidder shall ensure that the wages payable to security personnel are not less than the applicable statutory minimum wages notified by the appropriate Government from time to time.
17. Salary Payment: The Contractor shall pay wages/salaries to all deployed security personnel on or before the 7th day of the succeeding month, or within the statutory period if earlier, through a traceable mode of payment, preferably directly into the respective employee's bank account.
18. The Contractor shall submit documentary evidence of payment of wages for the preceding month along with each monthly invoice, including wage sheet/attendance statement and bank payment proof, as applicable. SunPetro may withhold processing/payment of the corresponding invoice until satisfactory evidence of statutory and wage compliance is submitted.
19. The Contractor shall also submit, wherever applicable, documentary evidence of timely deposit of PF, ESI, GST and other statutory dues along with the invoice or at such frequency as specified by SunPetro.
20. Statutory Wage Revision / Rate Revision: The Contract rates shall be subject to revision only in accordance with the specific Rate Revision/Statutory Wage Escalation Clause incorporated in the Contract. Except for such permissible revision, the rates shall remain firm and fixed during the Contract period.
21. Any increase/decrease in statutory minimum wages, VDA, special allowance or other mandatory wage components notified by the competent Government authority during the Contract period shall be dealt with strictly in accordance with the Rate Revision Clause of the Contract.
22. No increase in the Contractor's administrative overheads, profit margin, supervision charges, transportation costs, equipment costs or other commercial components shall be admissible merely on account of increase in such costs, except where specifically permitted under the Rate Revision Clause.
23. Any statutory increase/decrease shall be supported by authentic Government notification/order and shall be subject to verification and approval by SunPetro.
24. Any statutory revision shall apply prospectively from the effective date specified in the applicable Government notification/order, subject to submission of the requisite supporting documents and approval by SunPetro.
25. In the event of any reduction in statutory minimum wages or statutory benefits, the corresponding reduction, wherever applicable under the Rate Revision Clause, shall also be considered.
26. The Contractor shall not be entitled to claim any escalation retrospectively unless specifically permitted

under the Contract and supported by the applicable statutory notification.

27. All rates shall be inclusive of all applicable taxes, duties, cess, levies and statutory charges except GST. GST shall be payable extra by SunPetro at the applicable rate against submission of a valid GST-compliant tax invoice.
28. Any change in GST rate shall be dealt with in accordance with applicable law and the relevant provisions of the Contract. No additional amount on account of any other tax/duty/levy shall be payable beyond the provisions expressly stated in the Contract.
29. The Contractor shall be solely responsible for compliance with all applicable statutory requirements relating to its employees/personnel and shall indemnify SunPetro against any liability arising due to non-compliance by the Contractor.
30. The Contractor shall ensure that all security personnel deployed at SunPetro locations possess the required qualifications, training, police/antecedent verification, medical fitness, identification documents and other statutory requirements specified in the Scope of Work.
31. All security personnel shall comply with SunPetro's security, HSE, emergency response, access control, PPE and site-specific safety requirements.
32. Replacement/Short Deployment: In case of absence, shortage or non-deployment of personnel against the approved deployment, the Contractor shall immediately provide suitable replacement manpower. SunPetro shall be entitled to make proportionate deductions and/or levy penalties as specified in the Contract/SLA for short deployment or failure to provide replacement manpower.
33. No separate payment shall be made for deployment of relievers required to meet weekly-off, leave or other statutory requirements unless specifically provided in the Price Schedule.
34. Category-wise Deployment: Although estimated manpower has been indicated under various categories such as General Security Guard, Ex-Army Security Guard, Gorkha/Ex-Army Security Guard, Security Supervisor and Armed Security Guard, the actual category-wise requirement shall be finalized by SunPetro at the time of award/commencement and may subsequently be modified based on operational requirements.
35. The Contractor shall not deploy a lower category of personnel against a specified category without prior written approval of SunPetro.
36. Where SunPetro requires additional manpower beyond the approved deployment, such deployment shall be made only with prior authorization of SunPetro and shall be paid at the applicable agreed rates under the Contract/Price Schedule.
37. Where a particular service is specified on a call-out basis, the same shall not be treated as regular monthly deployment and payment shall be based on actual authorized deployment/guard-days.
38. The Bidder shall ensure that there is no ambiguity between the quoted per-person/per-month rate, per-day call-out rate and total monthly charges. The Bidder shall independently verify all arithmetic calculations in the Price Schedule before submission.
39. In case of any discrepancy between the unit rate and the total amount calculated therefrom, the provisions specified in the Tender Document for correction of arithmetic errors shall apply.
40. The Contractor shall maintain proper attendance and deployment records at each location. Payment shall be subject to certification of actual satisfactory deployment/services by the authorized representative of SunPetro.
41. Any applicable deductions on account of short deployment, absence, non-performance, SLA non-compliance, penalties or other recoveries shall be made from the Contractor's invoices in accordance with the Contract.
42. The Contractor shall not be entitled to any additional payment for increase in statutory compliance costs except to the extent expressly allowed under the Rate Revision/Statutory Wage Escalation Clause.
43. The rates quoted by the Bidder shall remain valid for the complete Primary Contract Period of three (3) years, subject only to the specifically provided statutory wage/rate revision mechanism. The optional extension period of two (2) years, if exercised by SunPetro, shall be governed by the applicable extension/rate revision provisions of the Contract.
44. The extension of the Contract shall be at the sole discretion of SunPetro and shall not be construed as an automatic or guaranteed extension.
45. The Bidder shall be deemed to have visited/assessed the relevant sites, wherever applicable, and considered the site conditions, accessibility, remoteness, shift requirements, working environment and all other factors affecting the cost of providing the services.

46. No claim for additional payment shall be entertained on account of any factor which could reasonably have been assessed by the Bidder from the Tender Documents, site visit, pre-bid clarification or information made available by SunPetro prior to submission of the Bid.
47. All prices quoted in the Price Schedule shall be deemed to be fully loaded and sufficient for complete performance of the Scope of Work, except for those items specifically identified in the Tender as payable separately.
48. Escalation in VDA as notified by the Government will be considered for price variation during subsequent year. Base date shall be bid due date for all such calculation. However, no escalation shall be provided for 1st financial year from the Contract date. This increase shall be effective after submission of proof of payment to security guards deployed at Site.
49. No deviation from the applicable Minimum Wage Notifications, 2026, shall be permitted. The Contractor shall strictly comply with all applicable minimum wage laws, rules, notifications, and other statutory requirements.

SECTION – 9

PERFORMANCE MEASUREMENT

PERFORMANCE MEASUREMENT

Contractor shall be penalized / rewarded based on the performance during the operations using the following mapping parameters:
Incentive will be given if Contractor scores the marks to more than 95% However, Penalty shall be imposed if the overall performance scoring is below 90 %. The mapping parameters are to be agreed with mutual consent of Company and Contractor post award of contract.

9.1 Performance Measurement & Monitoring

No	Performance Indicator (Monthly Average Basis)	UOM	Limiting Value	Weight age	Actual Score based on pro-rata	Score
1	Uses of proper uniform and PPE at site	No of Violation	0 - Violation	20 /0		
2	Waste Management as per SunPetro Policy	Y/N	Y / N	20/0		
3	Work delayed by more than 24 hrs due to non-availability of Manpower	No	0-Occurrence	20/0		
4	Work delayed by more than 24 hrs due to non-availability of Resources	No	0-Occurrence	20/0		
5	Compliance of Observation by Internal Inspection	%	90 to 100 %	20/0		
					Total Monthly Score achieved (%)	

9.2 Incentives

- Minimum Expectation of Performance Level ≥ 90 %.
- Incentive will be given if Contractor scores the marks ≥ 95%.
- If the monthly performance is ≥ 95% consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.
- If the Site is free from LTI for more than 150 days, contractor shall be paid incentive @ 5000 rupees / annum or on pro-rata basis if work in a year is less than 365 days.

9.3 Penalties:

I. The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Contractor for any observation by SunPetro representative within 48 hour.
In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day until action is taken.

II. Performance shall be evaluated on a Quarterly Basis. Penalty shall be imposed if the overall performance is below < 90 %. In the event of performance below expectation (Expected Performance ≥ 90 %),
Contractor shall be penalized Rs.5000/- for the quarter(one time)
In case of PPE non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

SECTION-10

ANNEXURES

List of ANNEXURES

ANNEXURE-1	Bidder's Response Acknowledgement Form for Receipt of Tender Document
ANNEXURE-2	Bid Bond Format
ANNEXURE-3	Check List Prior to Bidding
ANNEXURE-4	Exception / Deviation / Conditions Performa
ANNEXURE-5	CUT-OUT SLIP for Un-priced Technical Offer
ANNEXURE-6	CUT-OUT SLIP for Priced Offer
ANNEXURE-7	CUT-OUT SLIP for outer envelope
ANNEXURE-8	Performa of Performance Bank Guarantee
ANNEXURE-9	List of Approved Banks
ANNEXURE-10	Customs Notification
ANNEXURE-11	Check List Post Contract
ANNEXURE-12	Proforma for Provisional Acceptance Certificate
ANNEXURE-13	Proforma for Final Acceptance Certificate

ANNEXURE – 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID_____
NOT BID_____

Reason for no Bid
(optional):_____
_____
_____
_____
_____

For
Name of Company: _____
Signature : _____
Title : _____
Date : _____

Transmittal via facsimile:

ATTENTION
Head –Supply Chain Management
SUN PETROCHEMICALS PVT. LTD.
8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai - 400 072, Maharashtra, BHARAT.
Tel: +91 22 69325300, + 91 22 28470484
Email: dheeraj.paroch@sunpetro.com

ANNEXURE – 2

BID BOND FORMAT

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

WHEREAS:

.....(hereinafter referred to as "Tenderer") has submitted a proposal dated .....("hereinafter referred to as Proposal") against TENDER NO.: Tender No.: _____ , for _____Servicesdated _____for (hereinafter referred to as the "Tender").

NOW, THEREFORE,

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

(i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.

(ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:

(a) Fails or refuses to execute the agreed Contract, if required; or
(b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
(c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
(d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

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

(2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.

(3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of Company or the Tenderer.

(4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.

(5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.

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

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

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

NOTE :

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

2. **Conditions for Invoking of Bid Bond Guarantee**
The following conditions would also lead to the invoking of Bid Bond Guarantee:

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

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

1. Has the bidder quoted for full scope of work as specified in the tender?
YES / NO

2. Has the bidder furnished the minimum personnel proposed to be assigned to this work in the format provided at Annexure 12?
YES / NO

3. Quality Control Manual and/ or Quality Control Program along with the Unpriced Techno Commercial Bid
YES / NO

COMMERCIAL

4. Confirm whether the bidder has submitted a Bid Bond as per Clause mentioned in the Instructions to Bidders.
YES / NO

5. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO

6. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first thirty six (36) months and 12 months extension period if exercised.
YES / NO

7. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO

8. Has the bidder confirmed the Commencement Date?

YES / NO

10. Confirm acceptance of Insurance liability as per Clause of the Model Contract.
YES / NO

11. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract.
YES / NO

12. Confirm acceptance of Liquidated Damages provision as per the Model Contract.
YES / NO

13. Confirm acceptance provision for Arbitration as per Clause of the Model contract.
YES / NO

14. Confirm acceptance Taxes and Duties provision as per of the Model Contract.
YES / NO

15. Confirm whether Unprized Technical bid with all annexures and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that Price Schedule of the Unprized Technical bid is blank.
YES / NO

16. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished
YES / NO

17. Has bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initialled by the bidder
YES / NO

18. Has bidder ensured that all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?
YES / NO

19. Bidder ensured that proof of the signing authority
YES / NO

20. Does the bidder accept bid validity period?
YES / NO

21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.
YES / NO

22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as Annexure 4 and attached with the Un priced Techno Commercial Bid, without including the cost impact, if any?
YES / NO

23. Has bidder proposed any incentive scheme?
YES / NO

24. Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only?
YES / NO

25. Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?
YES / NO

26. Confirm whether the bidder agrees for applicability of Indian Laws
YES / NO

ANNEXURE – 4

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE -5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From: **To:**

(Bidder's Details)	**Head-Supply Chain Management** SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com

ANNEXURE -6

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client **: Sun Petrochemicals Private Limited**

Tender No. **:** _____

Project Name **:** _____

Bid Due Date **:** _____

From: _____ **To:** _____

(Bidder's Details)	**Head-Supply Chain Management** **SUN PETROCHEMICALS PVT. LTD.** 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com

ANNEXURE -7

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From: _____ **To:**_____

Bidder's Details)	**Head-Supply Chain Management** SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com

TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE –8

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

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

Bank Guarantee No.:
Date:
Expiry Date:

This Guarantee is made on this _____ day of _____ 2026 by, _____ (Bank name and incorporation details) having its registered office at _____ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour **of Sun Petrochemicals Pvt. Ltd.,** a company registered under Part IX of the Companies Act, 1956 (CIN: U24219MH1995PTC464242) and having its registered office at 1004, 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai-400072 and its Corporate office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS:

A. The COMPANY has issued Letter of Award/Rate Contract /Purchase Order/Contract/Work Order No. _____ dated _____ hereinafter referred to as the "LOA/RC/PO/WO/Contract") in favour of _____, a company registered under the laws of _____ having its registered office at _____ (hereinafter referred as the "**CONTRACTOR/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:

I) to pay merely on written demand by the COMPANY to extent of Rs. _____/- (Rupees _____ only) against any loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the COMPANY in the event of non-performance/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.: 054405013167
4) IFSC Code: ICIC0000544

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

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

PLACE:

DATE:

Address:

IN PRESENCE OF:

1.

2.

ANNEXURE -9

LIST OF APPROVED BANKS

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

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd

2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank

3. Commercial Banks:
   I. Kotak Mahindra Bank
   II. Yes Bank
   III. RBL Bank (The Ratnakar Bank Ltd)
   IV. IndusInd Bank
   V. Karur Vysya Bank
   VI. DCB Bank
   VII. Federal Bank
   VIII. South Indian Bank

ANNEXURE - 10

CUSTOMS NOTIFICATION

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

ANNEXURE - 11

CHECK LIST POST AWARD OF WORK

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

Commercial / Financial

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

Operational

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

General

a. Overall inputs required for meeting all operational needs

ANNEXURE-12

PROVISIONAL ACCEPTANCE CERTIFICATE

PURCHASE ORDER (PO) /PURCHASE ORDER (PO) NO : .....

Date: .....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Appendix-1

EXCEPTIONS TO COMPLETION

Ref: PROVISIONAL ACCEPTANCE CERTIFICATE

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

ANNEXURE-13

FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/PURCHASE ORDER (PO) NO: ……..

Date: ……

DESCRIPTION OF SUPPLIES

……

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

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

End of the Tender document