TENDER DOCUMENT

For

Rate Contract for Supply & Installation of New Porta Cabins, Repair / Maintenance / Renovation of existing Porta Cabins and other associated works with Porta Cabins for SunPetro's Oil & Gas fields in Gujarat

Tender No. SunPetro/Gujarat/Porta Cabins/2026-27/SPPL-304

SUN PETROCHEMICALS PRIVATE LIMITED
8th, 9th & 10th Floor, ATL Corporate Park
Opp. L&T Gate no. 7, Saki Vihar Road
Chandivali, Powai, Mumbai, BHARAT(INDIA) PIN – 400072
Tel: (022)-69325300.

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SECTION- 1
NOTICE INVITING TENDER
(NIT)

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;

Tender No. SunPetro/Gujarat/Porta Cabins/2026-27/SPPL-304 **Date: 13.10.2026**

NOTICE INVITING TENDER (NIT)

Tender No.: SunPetro/Gujarat/Porta Cabins/2026-27/SPPL-304

Subject: Rate contract for Supply & Installation of New Porta Cabins, Repair / Maintenance / Renovation of existing Porta Cabins and other associated works with Porta Cabins for SunPetro's Oil & Gas fields in Gujarat.

Dear Sir /Madam,

1.0 **Sun Petrochemicals Private Limited** (hereinafter referred to as SunPetro / Company) is a major private operating company, engaged in Exploration & Production of Oil & Gas in the fields / blocks spread over in onshore and offshore including in the Cambay & Kutch basin.

2.0 **SunPetro** is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes:

ENVELOPE-A: Technical & Un-Priced Commercial Bid
ENVELOPE-B: Priced Commercial Bid

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

3.0 SALIENT FEATURES OF THE TENDER:

1]	**Tender No.**	SunPetro/Gujarat/Porta Cabins/2026-27/SPPL-304
2]	**Title of Tender**	Rate contract for Supply & Installation of New Porta Cabins, Repair / Maintenance/ Renovation of existing Porta Cabins and other associated works with Porta Cabins for SunPetro's Oil & Gas fields in Gujarat.
3]	**Brief Description of Work**	Rate contract for Design, Manufacturing, Supply, Installation of New Porta Cabins, Repair Maintenance and other associated works for Porta Cabins for SunPetro's Oil & Gas fields in Gujarat. Detailed Scope of Work as per Section-III
4]	**Location of Work**	Baola, Modhera, Hazira, Bhaskar-I, II, III, PB-I, II, III & IV or any other fields/blocks located in Gujarat.
5]	**Type of work**	Design, Manufacturing, Supply, Installation, Repair, Maintenance and other associated Works
6]	**Type of Tender**	Open Tender
7]	**System Of Bidding**	Two Bid System (Single Stage) ENVELOPE-A

		Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
8]	**Bid Validity**	120 days
9]	**Bid Security / Bid Bond**	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in **ENVELOPE-A** 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 (A) Amount: Indian Rupees: 5,00,000 (Five Lakhs) (B) Validity: Bid validity (120 days) + 30 days
10]	**Last Date & Time for Seeking Clarification by Bidders**	Within 15 days of date of NIT
11]	**Date Of Pre-Bid Conference & Venue**	If required, will be intimated separately
12]	**Tender Closing / Submission Date & Time**	**28.10.2026 at 1500 Hrs IST**
13)	**Delivery Period**	Will be decided and communicated while issuing call out order on job-to-job basis as per the requirement.
14]	**General Conditions of Contracts (GCC)**	As per SECTION-VII
15]	**Performance Bank Guarantee (PBG)**	Contractor to submit PBG of INR 2 Lakh valid for the contract duration plus 3 months. In addition to this PBG@10% of each Callout order value, which shall be valid for 2 years from the date of issuance of callout order shall also be required to submit for each call out.
16]	**Address of Tendering office / Bid Submission office / Correspondence**	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) 8th, 9th & 10th floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [BHARAT], INDIA Tel: (022)-69325300, Ext: 5300
17]	**Emails for Correspondence**	E-mail: scm.coordinator2@sunpetro.com rosy.jaiswal@sunpetro.com CC: dheeraj.paroch@sunpetro.com; scm.secretary@sunpetro.com
18]	**Mode of Tender submission**	As specified at SECTION-II
19]	**Contract Validity**	03 Year with a provision for extension of 02 Years at single or multiple tranches SunPetro' s discretion at same rates, terms & conditions.
20]	**Payment Terms**	As mentioned in the Format of Price schedule at SECTION-VI
21]	**Special Mention**	Receiving the Tender Document from Company does not qualify the bidder automatically for their consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

4.0 Acknowledgement of Tender Document

Bidder(s) receiving this Notice Inviting Tender (NIT) are required to confirm in writing whether they intend to bid or not, within three (3) working days from electronic issue of this document, stating

the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

5.0 Pricing Strategy

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

6.0 Evaluation Strategy

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

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

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

7.0 Award Strategy

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

8.0 Check List

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

9.0 Submission of Bids

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

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

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

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

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

Regards,

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

SECTION –II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATION CRITERIA

Refer BEC for details.

2.0 ISSUANCE OF TENDER DOCUMENT AND BIDDER ELIGIBILITY

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

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 ORIGIN OF GOODS AND SERVICES

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

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

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

5.0 COST OF BIDDING

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

6.0 CONTENT OF THE TENDER DOCUMENTS

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

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

7.0 AMENDMENT TO BIDDING DOCUMENTS

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

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

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

7.4 Bids from agent/agent’s representatives will not be accepted, unless backed by valid Letter of

Authorization from the bidder's Company.

7.5 Bids submitted only 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.

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

7.7 Sun-Petro reserves the right to place repeat order for similar goods/services within a period of one year from the date of award of contract at the same rates, terms and conditions, subject to mutual acceptance by the Contractor.

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

8.0 LANGUAGE AND SIGNING OF BID

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering office, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English duly authenticated by local Chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

8.2 The Prices along with price related conditions shall be filled in the Price-Bid format available in the tender document.

8.3 Prices shall be quoted strictly as per the Price Schedule format provided in the Tender Document.

8.4 The bid proforma referred to above, if not attached in unpriced bid folder or if attached but not duly filled in, then bid shall be liable to be rejected.

8.5 The Bidders are advised in their own interest to ensure that all the Contract points brought out in the check list enclosed are complied with in their bid failing which the offer is liable to be rejected.

8.6 The bids can only be submitted in the name of the Bidder in whose name the Tender Document was issued by SunPetro or participation to tender submitted to SunPetro. The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.

8.7 The bidder should indicate at the time of quoting against this tender their full Contract postal and telegraphic/telex addresses/e-mail and similar information in respect of their authorised agents in India, if any.

8.9 The bidder shall clearly indicate their legal constitution and the person digitally signing the bid shall state his capacity and also source of his ability to bind the Bidder.

8.10 The Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be submitted with unpriced bid. SUNPETRO may reject outright any bid not supported by adequate proof of the signatory's authority.

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

9.1 Advice to bidders to avoid rejection of their offers:

SunPetro to finalise its procurement within a limited time schedule. Post bid clarifications may be sought, if any, however it may not be feasible at all times for SunPetro to seek clarifications in respect of incomplete offers.
Prospective bidders are advised to ensure that their bids are complete in all respects and conform to SunPetro's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

9.2 **Pre-bid conference (PBC)**

9.2.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference may be held, if required, so as to provide an opportunity to the participating bidders to interact with SUNPETRO with regard to various tender provisions/tender specifications, before the bids are submitted.

9.2.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening.

9.2.3 The bidders meeting following requirement shall only be considered for attending the pre-bid conference:

a. Those vendors who has been issued Tender Document or have confirmed participation shall only be allowed to participate in Pre-Bid conference.

b. Bidders should depute their employees (preferably) / representative who are competent to present their queries in the Pre-Bid Conference.

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

9.4 Post bid conference

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

For holding post Bid conference following process shall be followed:

i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.

ii) To address bidders' doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by SUNPETRO with bidders who seek to have the meeting on one-to-one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by SUNPETRO shall be discussed in post bid conference.

iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by SUNPETRO that such bidder(s) has well understood the query of SUNPETRO.

iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.

v) Bidders shall depute their competent employee(s) /authorised representative(s) for the post-Bid Conference.

vi) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.

vii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of its employee/(s)/authorised representative(s), who will attend post Bid Conference and that person(s) only will be permitted to attend the post-bid conference.

viii) In cases where post-bid conference is not held, SUNPETRO can seek clarifications / confirmations / deficient documents over e-mail.

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

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

a) Proof of submission of Tender fee (if applicable)

b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the SunPetro 's satisfaction:

(i) that, in the case of a Bidder offering to supply works under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the works in India.

(ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract.

(iii) that, in the case of a Bidder not doing business within India, the Bidder is or will be, if awarded the Contract, represented by an Agent in India equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of the Contract and/or Technical Specifications; and

c) Documentary evidence that the works and ancillary services to be supplied by the Bidder are eligible works and services and conform to the requirements of bidding documents.

(i) The documentary evidence of the eligibility of the works and services shall consist of a statement in the price schedule on the country of origin of the works and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.

(ii) The documentary evidence of conformity of the works and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

1) A detailed description of essential technical and performance characteristics of the works.
2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the works for a period of one year.
3) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the works and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.

d) Bid security /EMD / Bid Bond

e) Back-up Authority Letter along with warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.

f) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments.

g) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.

h) Bidding Document Acknowledgement Form

i) Bid Submission Form

j) Bid submission Agreement Form.

k) Check List.

l) Exceptions/Deviations Form

m) Bidder's past supplies Form

n) Form on Information on Bidder

o) Bidders should be registered under GST law and submit copy of valid registration certificate. In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same at least two weeks before submission of first invoice.

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

(p) Copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder–when the Contract power of attorney is a special "Contract power of Attorney" relating to the specific tender of SUNPETRO only, However, SUNPETRO reserves right to seek original Contract power of Attorney (when the Contract power of attorney is a special "Contract power of Attorney " relating to the specific tender of SUNPETRO only) / notarized true copy (when Contract power of Attorney is a general Contract power of Attorney) at any time during the processing of tender and execution of contract.

(q) Bidder shall be required to indicate SUNPETRO 's Vendor code in the bid. The bidders, who do not have SUNPETRO's Vendor code, will require to submit following documents for creation of vendor code:

I. Company/ Firm registration copy,
II. GST registration copy,
III. PAN detail copy
IV. Valid email ID, Contact No.
V. Complete Address

(r) Blank Price Schedule format (duly signed as token of acceptance of Priced bid format)

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

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

11.2 **Bid Prices**

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

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

11.2.3 Prices quoted by the bidder shall be firm and fixed during the entire period of contract and shall not be subject to escalation on any account.

11.2.4 **Offer for whole as well as reduced quantity**

Bidders must quote for the full quantity of works for each of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by SUNPETRO provides for evaluation of bids separately for such item or category or group of items.

Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender). The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

11.3

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

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

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

11.3.1 **For supply of works only:**

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

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

(i) All taxes and duties leviable on the Contractor's inputs and input services shall be to the Contractor's account..
(ii) GST applicable on the final supply of Goods and/or services shall be payable by SunPetro at actuals against valid tax invoice, subject to Contractor's compliance with GST laws and SunPetro's eligibility to avail ITC. Any variation in GST rate after the tender closing date shall be to SunPetro's account, subject to provisions contained herein
(iii) Indian bidders while quoting need to take into account all the GST input credit available to them and quote accordingly.
(iv) In respect of foreign bidders, depending on upon the delivery conditions governed by INCOTERMS, liability to pay Customs Duty shall be discharged.
(v) For providing services in India, foreign bidder (not having GST registration in India) must obtain GST registration as "non-resident taxable person". Subject to provisions contained in the succeeding paragraphs, any variation in the rate of GST on supply of service portion after the closing date of tender shall be to SUNPETRO's account.

(vi) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of works and/or services will be to the

account of SUNPETRO. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of works and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

(vii) The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of works and/or services, as applicable at bidding stage.

(viii) Wherever the scope of supply involves rendering of services like installation / commissioning, training, AMC etc. along with supply of works/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of works and/or services and accordingly quote GST on the cost of works and/or services as applicable.

(ix) In case, the above information subsequently proves wrong, incorrect or misleading: -

a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. SUNPETRO shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) SUNPETRO will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.

(x) Any increase in the rate of taxes & duties on supply of works and / or services to SUNPETRO or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in the rate of taxes and duties on supply of works and/or services to SUNPETRO during extended period of the contract/ supply order will be to the account of SUNPETRO.

11.4

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

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

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

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

11.5 INCOME TAX LIABILITY

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

11.6 DISCOUNT

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

12.0 BID CURRENCIES

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

The freight and insurance elements must be quoted by Indian bidders in Indian Rupees only and payment will be made accordingly.
Currency once quoted will not be allowed to be changed.

13. TERMS OF PAYMENT

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

14. MODE OF PAYMENT

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.

2. Name & Complete Address of the Bank with Branch details.

3. Type of Bank account (Current / Savings/Cash Credit)

4. Bank Account Number (indicate 'Core Bank Account Number', if any).

5. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, along with a cancelled cheque leaf.

6. Permanent Account Number (PAN) under Income Tax Act.

7. GST registration number.

8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."

9. The bank/branch in which the bidder is having account and intends to have the payment should be an NEFT enabled bank.

9.7 Each invoice shall be accompanied by detailed breakup of each element of the price such as basic price, basic excise duty, additional excise duty, educational cess, VAT/CST etc as applicable.

15. NA

16. SAMPLES

16.1 NA

17.0 SPECIFICATIONS

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

18. NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

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

19. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate: -

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

20. DELIVERY TERMS:

20.1 The delivery of the storage tanks is required as stated at NIT. Any deviation must be clearly mentioned.

21. VAGUE AND INDEFINITE EXPRESSIONS

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

22. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS

22.1 Bid must accompany all technical catalogues, drawings, data sheets and relevant technical documentation for all equipment and materials proposed.

23. PERIOD OF VALIDITY OF BIDS

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

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

24. BID SECURITY

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

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

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

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

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

i) Electronic Bank Guarantee (e-BG) in the prescribed format, valid for 60 days beyond the date of required validity of offer. The e-bank guarantee by Indian bidder will have to be given e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.

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

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

OR

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

OR

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

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

ii) Confirmed irrevocable Letter of Credit, as per prescribed format valid for 60 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.

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

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

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

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

24.8 Bid bond Format is attached as Annexure#2

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

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

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

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

24.10 Bidders may also request for release of EMD/bid bond/bid security before tender finalisation against submission of an undertaking as per format given at 25.10.1. However, bidder's request may be considered only under following situations:

i. Bidder(s) whose bid has been rejected and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.

ii. Bidder(s) whose bid has been rejected on account of non-extension of bid validity and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.

iii. TA/CA bidder(s) who are not in contention / reckoning for award of contract/Procurement Order after price bid opening.

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

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

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

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

27. SUBMISSION AND OPENING OF BIDS

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

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

b) The Price bid shall contain only the prices duly filled in the price format

27.2 The Bid should be submitted in sealed envelope prescribing Tender No, Closing Due date &Time and name &address of the Bidders addressed to Tendering office containing separately sealed following envelopes:
Envelope-A: Unpriced Techno-commercial Bid and
Envelope -B: Priced Commercial bid

28. LATE BIDS

Bidders are advised in their own interest to ensure that bid should reach well before the closing date and time of the bid. Late bids will not be considered.
The Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company.

29. Deadline for Submission of Bids

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

30. Splitting of work

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

31. Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI/Contract. Invoices shall be raised on approved milestones or stage completion as defined in the Contract. No payment will be due to the Contractor /Supplier prior to signing of the Contract.

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

32. Taxes, Duties and Approvals

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

33. MODIFICATION AND WITHDRAWAL OF BIDS

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

34. OPENING OF BIDS

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

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

34.3 **The opening of Price bids and reverse Auction:**

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

35.0 **EVALUATION AND COMPARISON OF BIDS**

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

35.2 **CLARIFICATIONS OF BIDS**

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

36. **UNSOLICITED TENDER MODIFICATIONS:**

36.1 In case certain clarifications are sought by SUNPETRO after opening of bid then the reply of the

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

37. **EXAMINATION OF BID**

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

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

38.0 **SPECIFICATIONS**

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

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

39. **CONVERSION TO SINGLE CURRENCY**

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

40. **Performance Bank Guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee of INR 2 Lakh valid for the contract duration plus 3 month. In addition to this PBG of 10% of each call out value is required to be submitted against each of the call out within 15 days of issue of the LOI/Contract/callout (whichever is earlier) in the format as given in *Annexure#*8 from any of the nationalised or scheduled private banks as listed in the tender document *Annexure#9*. If the bidder does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

41. Change Orders & Rates: Company shall have the right to make changes, including additions to or deletions from the quantities originally ordered or in the specifications. A checklist for post award of work is placed at Annexure#10. The quoted and finally negotiated rates shall be valid & firm from issue date of LOI up to the completion of the contract.

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

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

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

costs + 5% handling fees.

42. Mobilization Period/ Delivery Period/Completion Period

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

43. Installation & Commissioning

The Contractor shall be fully responsible for complete installation, testing, and commissioning of the Crude Oil Storage Tanks as per scope of work.

44. 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)

45. Annexures

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

46. CONTACTING THE PURCHASER

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

47. AWARD CRITERIA.

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

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

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

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

ii. Pending completion of the enquiry process for putting the Supplier on holiday, SUNPETRO shall neither issue any tender enquiry to the defaulting Supplier nor shall consider their offer in any ongoing tender. The report of inquiry so conducted by SUNPETRO shall remain only with SUNPETRO and shall not be shared with any third party including the bidder.

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

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

50. **VARIATION IN QUANTITY**

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

51. **NOTIFICATION OF AWARD**

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

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

51.3 Upon the successful bidder's furnishing performance security, pursuant to clause 40, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

52. **SIGNING OF PROCUREMENT ORDER (CONTRACT)/CONTRACT**

52.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/ LOA / Procurement order in duplicate. The CONTRACT / contract against this tender will be governed in accordance with the General Terms & Conditions (G.T.C.).

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

53. **PERFORMANCE SECURITY**

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

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

53.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

54. **SUBMISSION OF FORGED DOCUMENTS**

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

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

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

All materials to be supplied under this Contract shall be brand new, unused, and of the latest make/model. The Contractor shall clearly mention the relevant part numbers, catalogue

references, and technical specifications against each item in the Bill of Materials/Scope of Supply. This requirement forms an integral part of the Tender Document, and compliance thereto shall be mandatory. Any refurbished, used, reconditioned, or alternate materials not conforming to the specified requirements are liable to be rejected by the Company at the Contractor's cost, without any liability to the Company.

56. **Joint Venture / Consortium Bidder's Bid**

1. Joint Venture Bidder's Bid Requirements

In the event that the Bidder submits a bid as a Joint Venture (JV), the following additional requirements shall be mandatorily satisfied:

a) The JV shall meet all the Bidder Experience Qualification Criteria specified under para A above.

b) All members of the JV shall undertake, through their Joint Venture Agreement, that each party shall be jointly and severally liable to Sun Petrochemicals Pvt. Ltd. (SPPL) for any and all obligations, liabilities, and responsibilities arising out of or in connection with the Contract, if awarded.

c) The Agreement executed between the JV partner(s) shall be submitted as part of the bid and shall remain valid for the entire duration of the Contract.

2. Consortium Bidder's Bid Requirements

In the event that the Bidder submits a bid as a Consortium, the following additional requirements shall be mandatorily satisfied:

a) Unconditional Acceptance of Scope by Consortium Leader: The Leader of the Consortium shall furnish a written confirmation of unconditional acceptance of full and complete responsibility for the entire Scope of Work covered under this tender, including all interface risks associated with services and equipment to be provided by any member of the Consortium. This confirmation shall be submitted as part of the Techno-Commercial Bid.

b) Joint and Several Liability: All members of the Consortium shall undertake, through their Consortium Agreement, that each party shall be jointly and severally liable to Sun Petrochemicals Pvt. Ltd. (SPPL) for any and all obligations, liabilities, and responsibilities arising out of or in connection with the Contract, if awarded.

c) Agreement Validity: The Agreement executed between the Bidder and their Consortium partner(s) shall be submitted as part of the bid and shall remain valid for the entire duration of the Contract.

d) Additional Requirements for Consortium Bids Involving Foreign Equity Participation:

i. For Indian Bidders whose Consortium proposal involves foreign equity participation, payment of royalty, and/or lump-sum payment for technical know-how, where Government of India approval is required through SIA (Secretariat for Industrial Assistance), the Bidder shall submit one of the following:

- A copy of the Government approval along with the Techno-Commercial Bid, if already obtained.
- A notarised undertaking to submit a copy of the required Government approval prior to the date of Price Bid Opening, if approval is pending at the time of bid submission.

NOTE: *If the Bidder furnishes an undertaking to submit the Government approval before the Price Bid Opening but subsequently fails to submit the same within the stipulated time, the Price Bid of such defaulting Bidder shall not be considered or opened, notwithstanding their short-listing after opening of the Techno-Commercial Bids.*

e) Agreement Addressing Requirements — The Agreement concluded between Consortium members shall also be specifically addressed to Sun Petrochemicals Pvt. Ltd. (SPPL) and shall clearly state that:

i. The Agreement is directly applicable to this tender.

ii. It shall be binding on all parties for the entire Contract period.

iii. Notwithstanding the individual roles of each partner as defined in the Agreement, all partners shall be jointly and severally responsible for the complete execution of the Contract.

iv. All members and partners of the Consortium shall be individually, jointly, and severally liable for

discharging all obligations under the Contract in accordance with its terms and conditions. A statement to this explicit effect shall be included in the Authorization and Nomination Agreement signed by all Consortium members and partners.

f) Roles and Responsibilities: The Bidder shall submit an Agreement with their Consortium partner(s) clearly delineating the roles and responsibilities of each party under the Scope of Work, including but not limited to project management, engineering, procurement, operations, and commissioning activities.

SECTION- III

SCOPE OF WORK (SOW)

&

TECHNICAL SPECIFICATIONS

1.0 Introduction

Sun Petrochemicals Pvt. Ltd. (SunPetro) is an upstream Oil & Gas (E&P) company promoted by the Directors of the renowned Sun Pharmaceuticals Industries Ltd (SunPharma). SunPetro, led by a team of industry stalwarts having experience in conventional & unconventional, onshore and ultra shallow to deepwater offshore operations, has emerged as the leading energy security provider since April 2014.

So far, SunPetro has implemented around forty plus innovative concepts for the development as well as operations of Oil & Gas assets having excellence and safety centric approach. Total acreage of SunPetro is around 4500 sq. km. as on date with a current production capacity of more than 14,000 BOPD (barrels of oil per day). As a prudent operator SunPetro is in process of targeting more fields / blocks through upcoming bidding rounds organized by the Government of India and through farm in merger & acquisition.

2.0 Assets of SunPetro

Currently SunPetro has total Ten (10) assets located in Gujarat which are as under:

1. Four, Producing Fields: Baola, Modhera, Bhaskar – I & Hazira.
2. Two, Discovered Fields: Bhaskar – II & III.
3. Four, Exploratory Blocks: Prabhakar – I, II, III & IV.

To support exploration/development and operation of these fields, the company requires Porta cabins as part of the infrastructure for various requirements in all Gujarat fields. The Porta cabins will be of different dimensions as mentioned in BOQ and will be installed at various locations as per requirements of SunPetro.

3.0 General

The Contractor shall undertake design, engineering, manufacturing/fabrication, supply, transportation, unloading, installation, testing, commissioning, shifting, repair, maintenance, renovation, dismantling and other associated works for new and existing Porta Cabins at SunPetro's Oil & Gas fields/facilities in Gujarat.

The work shall be executed against individual Call-Out Orders issued by SunPetro during the Contract period

4.0 Scope of Work:

The scope of work includes but not limited to the following.

a) Submission of Procurement and Manufacturing schedule on receipt of Contract.
b) Design & Engineering, detailed drawings and getting SunPetro approval.
c) Fabrication, transportation, and installation of Porta cabins as per sizes given in the approved drawings excluding foundations and steps which will be constructed by separate Civil contractor engaged by SunPetro.
d) Venetian blinds of approved make for the windows except toilet Porta cabins.
e) Waterproof / Whether proof Main Entry Doors with approved brand fixtures shall be provided. (Canopy for doors & windows to as per SunPetro approved drawing.)
f) Split air conditioners of approved make (capacity- Min.1TR per 100sft area)
g) All Furniture items as per approved drawing in accommodation, dinning and other porta cabins
h) Special PVC floor / rubber mat floor in Gym, PVC floor Yoga/meditation rooms and sport facilities as approved by SunPetro
i) Internal electrical wiring and fittings/fixtures including Lights, Switches, ELCB etc shall be SunPetro approved make.
j) All Kitchen equipment's & essentials required to make the kitchen fully functional including SS Cladding as per drawing. Antiskid tiles for Kitchen flooring. Fireproof electrical fittings in Kitchen
k) Daily progress / Status reporting in SunPetro preapproved format.
l) Portable Fire extinguisher in each bunk as per SunPetro from approved vendors.
m) Smoke & fume detectors. Smoke & fumes detector system for basecamp.

n) Antiskid flooring tiles for washrooms. Bathrooms tiles for walls.
o) Space for footwear in bunk.

The works will be carried out at various locations in SunPetro Gujarat fields.
For carrying out above mentioned civil works, the nomenclature, and technical specifications of all items other than porta cabins will be decided jointly by the contractor and SunPetro. Contractor will procure, supply, and install these items for which he will be paid the market rate plus 5% service charges.

The quantities of various type of Porta cabins given in BOQ/ Price format are tentative and are meant for evaluation of bids. Actual requirements may vary from the quantities.

5. Following broad technical specifications will be applicable for the Fabrication of Porta cabins under this contract.

S. No.	Parts / Sub-Assembly	Description
1	Details of Structure	Base Periphery Section (5" X 3" X 5mm) • Intermediate Horizontal Sections For Floor (4" X 2" X 3.5mm) • Intermediate Vertical Sections For Floor (2" X 2" X 2mm) • Four Corner Columns (3" X 3" X 3.5mm) • Vertical Intermediate Elevation(2" X 2" X 2mm) • One Horizontal Running Member Elevation (2" X 2" X 2mm) • Ceiling (2" X 2" X 2mm Grid) • Base Plate- MS 3mm • Ceiling Plate - GI 2mm • Exterior GI Corrugated Sheet- 1.6mm • Roof 2mm GI Plain Sheet • Exterior Primer 2 Coat of Epoxy • Exterior Paint After Primer Pu Finish Paint • Main Door of ACP Sheet • Window 3 Track With Mosquito Net
3	Side and End Walls	The side and end frame made out of sections of suitable profiles/ pillars of sufficient strength. Exterior wall made up of 18 SWG MS specially corrugated sheet, whereas 8mm thick pre-laminated decorative boards wall cladding sheet to be used for interior walls. These steel sheets will be treated for corrosion resistance. Panels will be vertically corrugated. Sheets will be continuously welded to top side and base structure so as to offer better strength to weight ratio. All gaps to be sealed at edges and at seam, bottom etc. to prevent ingress of moisture.
4	Insulation	48 kg density x 50mm thick mineral wool as per IS 8193 would be used for all side walls and 48 kg density x 75 mm thick mineral wool for roof.
5	Inner paneling	The interior will be aesthetically finished so as to give custom built appearance with extremely high-quality workmanship. All vertically and horizontal corners should be neatly and smoothly finished. The paneling of side walls and roof will be of 8mm thick pre-laminated decorative boards.
6	Flooring Systems	Bunk bottom should have MS sheet of 5 mm thickness with proper support to avoid bulging. On the bottom frame 18 mm thick composite cement sheet will be fixed by means of self-tapping screw. 1.3 mm thick homogeneous type PVC Vinyl flooring should be fixed on

		the cement sheet.
7	Roof	Self-draining type roof will be made out of 16-gauge thick MS sheet, adequate roof bows are to be provided. Roof will have two layers, primary flat roof of 16-gauge GI sheet with gentle slope on one side to avoid any accumulation of rain water due to leakage from secondary roof. Secondary roof will be having two side slope with independent frames of suitable M.S structure and precoated designer sheets of approved colour & make. This will have approx. 60 cm overhang on sides to function as shed. Sides and bottom of the overhang portion will be covered/finished by bison panels duly painted to ensure that there are no gaps. Roof will be adequately cambered from draining of rainwater. Interior paneling would be done in 8 mm thick pre-laminated decorative boards. Ceiling of Office cum Conference bunk house shall have a clear height of 9' from flooring. As the two Bunkhouses are placed side by side & are connected, it will have a common slanted truss type roofing. There should not be any leakage of water at the line of joining the two Bunkhouses.
8	Main Entry Door	The size of the door will be of 6'-6" height x 3' width. The door will be of external opening type made from the same material as wall panels with door closing unit. The construction of the door would be double skin steel construction with 40 mm thick mineral wool insulation. The peripheral edges of the door will be sealed with double gaskets to make it waterproof & leak proof. The door interior will be finished with same material matching that of the bunk house interior. The door will be provided with locking arrangements with separate handles on both sides of the door as required. Good quality door closer to be installed. Proper sealing to avoid rainwater entering from all the sides. Canopy/shed of sufficient size to avoid rainwater direct hit on door.
9	Aluminum Windows	Aluminum windows of size 3 ft x 3 ft or as approved, sliding type will be provided with safety grill and curtain made of aluminum section, 4 mm plain vision glasses & mosquito net. All windows/doors will have external shades with around 30 cm projections.
10	Electrical System	The bunk house will be provided with electrical wiring suitable for 250-volt, 50 Hz single phase AC power supply. All electrical wiring would be concealed. Bulkhead and LED lights (22 W) and wall mounted fan will be provided. Suitable copper cables will be used for lighting circuits. ISI mark and concealed in PVC conduits insulated copper wire will be used for wiring to be done in PVC conduits with small-size distribution board with ELCB protection and to separate with main supply. Split AC of suitable capacity and approved brand will be provided in each bunk house with suitable switch.
11	Painting	NC grey primer for Bunk House & Epoxy Paint for final 2 coats. Colour of outer coat shall be confirmed later in consultation with SunPetro. Surface coating shall be of very high quality as the Bunkhouses will be installed in coastal marine environment which is very corrosive.
12	Type	Lift and carry type.
13	Height of structures	9-10" from Floor Level of the porta cabins

14	Internal Furniture	As shown in attached sample drawing.
15	Details of Electrical Features	As shown in the sample drawings.
16	Inspection	Prior to delivery at site specification check and overall dimension check shall be carried out.

Note:

1. Other specialized accessories like Gym equipment, sports items & Kitchen appliances etc. (other than internal furniture like beds, mattresses, ACs, Tables, chairs etc.) shall be decided/selected by SunPetro & Contractor jointly. The Contractor shall procure and install these items and shall be paid as per actual landed price plus 5% as contractor's service charge.

2. In case of non-availability of the specifications for certain materials, Specifications available in relevant IS codes shall be applicable or the best Industry practice as approved by the Engineer-in-Charge/Authorized representative of SunPetro

3. Old/ Refurbished Porta cabins will not be accepted.

4. The above specifications are the minimum requirement from SunPetro based on prerequisite, safety and integrity of the bunkhouse, however it is the responsibility of manufacturer to consider best practice and use best quality of material for fabrication and supply branded equipment to meet the purchaser's requirement. Also consider weather conditions during material selection as equipment (Bunkhouse) will be installed near to corrosive environment /seashore area.

5. **New Porta Cabin**

The scope shall include, as applicable:

- Preparation of GA/layout/shop drawings.
- Structural design and fabrication.
- MS/structural steel frame.
- Wall, roof and ceiling panels.
- Thermal/acoustic insulation.
- Flooring and floor covering.
- Doors, windows, locks and hardware.
- Internal and external painting/finishing.
- Electrical wiring, ELCB, DB, switches, sockets and lighting.
- Earthing and electrical testing.
- Air-conditioning
- Plumbing and sanitary installation.
- Water supply/drainage arrangements.
- Fire and safety provisions where specified.
- Furniture, fixtures and other fit-outs where specified.
- Manufacturing/fabrication at Contractor's workshop.
- Factory/pre-dispatch inspection.
- Packing and transportation to site.
- Loading/unloading and shifting.
- Crane/Hydra/other lifting arrangements.
- Positioning, levelling and anchoring.
- Site installation and connection to available utilities.
- Testing and commissioning.
- Rectification of punch points.

- Final cleaning and handing over.
- As-built drawings, manuals, test certificates and warranty documents.

6. Repair / Maintenance / Renovation of Existing Porta Cabins

The scope shall include inspection and repair/renovation of existing cabins, including:

- Structural frame repair/replacement.
- Roof repair and replacement.
- Wall/roof panel replacement.
- Insulation replacement.
- Flooring replacement/repair.
- Ceiling repair/replacement.
- Door and window repair/replacement.
- Locks, hinges and hardware.
- Waterproofing and leakage rectification.
- Internal/external painting.
- Electrical wiring and electrical accessories.
- DB/ELCB/RCCB replacement.
- Lighting and socket replacement.
- Earthing repair.
- AC repair and replacement of components.
- Plumbing and sanitary repairs.
- Water supply/drainage repairs.
- Kitchen/pantry-related repairs.
- Furniture and fixture repair/replacement.
- Fire/safety equipment-related works where specified.
- General civil/structural and fabrication works associated with cabins.

7. Shifting / Relocation

Where required, Contractor shall:

- Dismantle the cabin/components.
- Disconnect electrical/plumbing/AC connections.
- Load and transport the cabin.
- Unload at the new location.
- Position and level the cabin.
- Reinstall/anchor the cabin.
- Reconnect electrical, plumbing and AC services.
- Test and commission the cabin.
- Repair any damage arising during Contractor's handling.

8. Dismantling

Dismantling shall include:

- Safe disconnection.
- Removal of cabin/components.
- Segregation of reusable and scrap materials.
- Loading and shifting of dismantled materials.
- Stacking at designated location.
- Disposal of waste/scrap where specifically instructed.
- Restoration and housekeeping of the work area. \

9. Associated Works

The Contractor shall also undertake minor associated works necessary for completion of the cabin works, including:

- Supports and brackets.
- Platforms/steps/ramps where specified.
- Cable trays and supports.
- Pipe supports.
- Minor civil works.
- Grouting/anchoring.
- Weather sealing.
- Waterproofing.
- Minor welding/fabrication.
- Painting/coating.
- Temporary protection.
- Testing and commissioning.

10. Design & Documentation

For each applicable Call-Out Order, Contractor shall submit:

1. GA drawing.
2. Floor plan/layout.
3. Elevation/section drawings.
4. Structural details.
5. Electrical SLD/layout.
6. Plumbing layout.
7. Material specifications.
8. Calculation/design documents where required.
9. Method statement.
10. Inspection & Test Plan.
11. Test certificates.
12. As-built drawings.
13. O&M manuals.
14. Warranty certificates.

11. QA/QC

The Contractor shall ensure that all materials and workmanship comply with the approved specifications. SunPetro shall have the right to inspect the work at the Contractor's workshop and at site. Non-conforming material/work shall be repaired or replaced by the Contractor at no additional cost.

12. HSE

Since the work is in SunPetro's Oil & Gas facilities, the Contractor shall comply with all applicable SunPetro HSE procedures and statutory requirements, including:

- Work permit system.
- JSA/TRA.
- Toolbox talks.
- PPE.
- Gas testing where required.

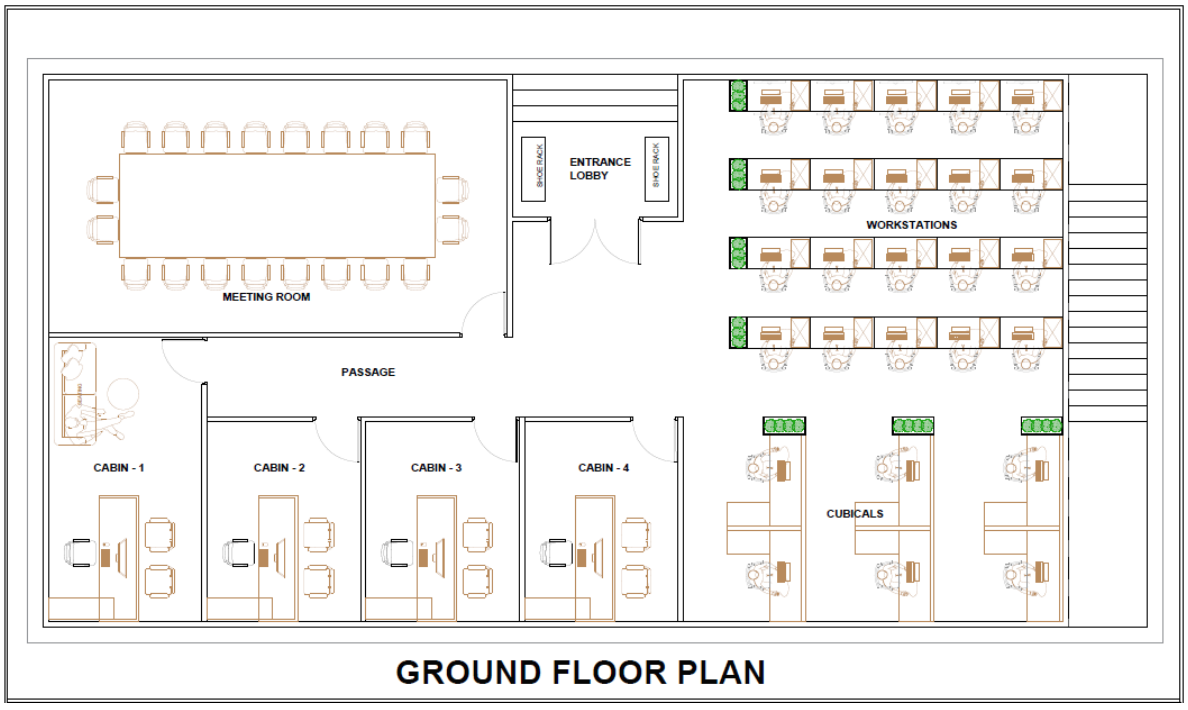
- Hot-work controls.
- Electrical safety.
- Lifting and rigging safety.
- Certified lifting tools/equipment.
- Fire protection.
- First aid.
- Medical fitness.
- Waste management.
- Emergency response.
- Site housekeeping.

The existing draft specifically includes requirements for certified lifting/material-handling equipment, welding/cutting equipment, first-aid arrangements and waste handling.

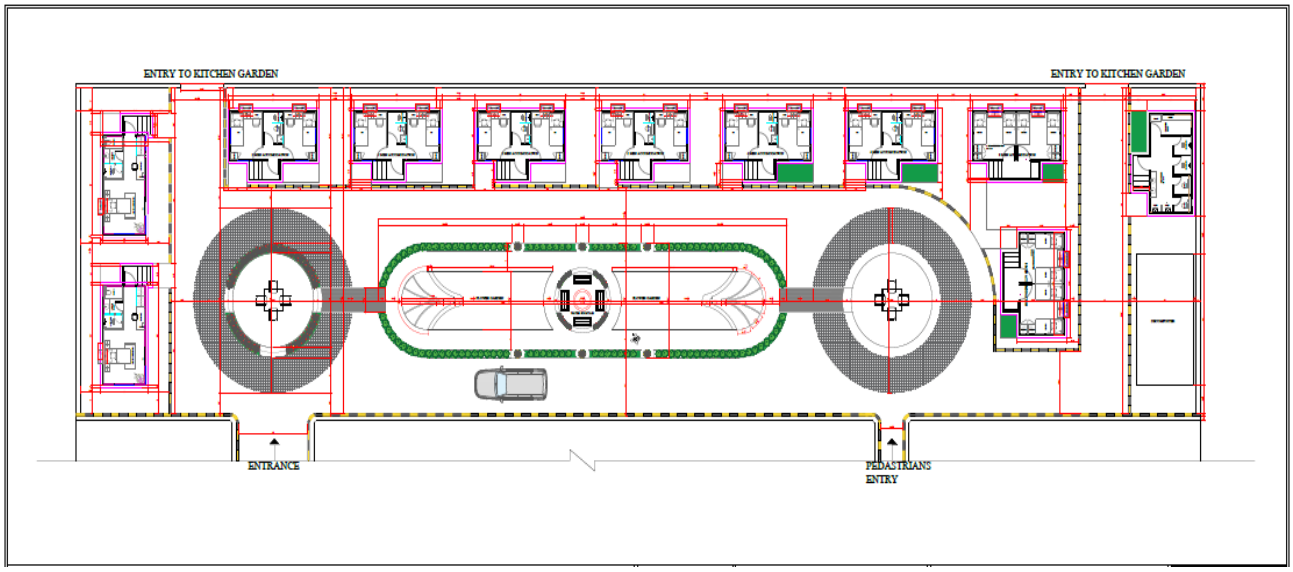
These drawings should be replaced with latest drawings.

13.0 DRAWINGS

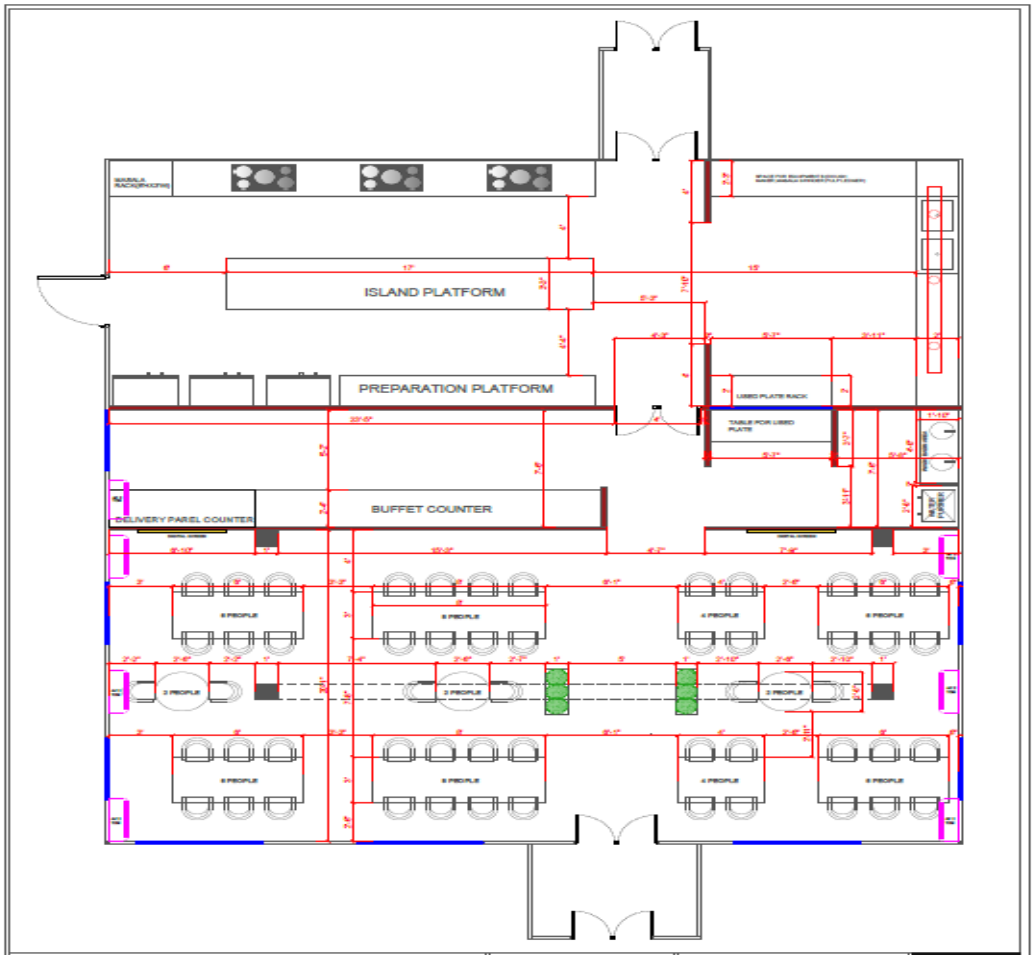
Some drawings have been included here for the Bidder's reference. These drawings are indicative in nature. Actual layout and dimensions and other specifications can differ and shall be disclosed after the award of contract to the Bidder.



GROUND FLOOR PLAN



BASE CAMP1



CAFETERIA WITH KITCHEN

14.0 Bidder to refer to the List of Approved Makes for various items given below:

Sr. No	Description	MAKE
1	MS PIPES	TATA /SAIL/JINDAL
2	PPGI SHEET FOR ROOFING	JINDAL
3	FLOORING TILES & WALL TILES	KAJARIA/SIMPOLO/RAK/QUOTONE
4	DOOR	KITPLY /GREENLAM
5	ELECTRICAL SWITCHES	ANCHOR/HAVELS OR EQUIVALENT APPROVED BY COMPANY
6	WIRE	HAVELLS/FINOLEX /POLYCAB
7	AC	CARRIER/DAIKIN/HITACHI
8	FAN	BAJAJ/CROMPTON/USHA
9	LED	BAJAJ/PHILIPS/CROMPTON
10	TV	SAMSUNG/LG or equivalent make of 32'' size for Accommodation Cabin, 40" size for Dining Room and 55" size for Meeting Room of 40'x20' Project Office. No TV is required in 40'x10' size Project Office
11	ELCB	SEIMENS
12	SMALL FRIDGE (45 LIT/ 108 LIT)	BULE STAR / HARRIER
13	SANITARY WASTE	HINDWARE/CERA/PARRYWARE
14	SANITARY FITTINGS	JAQUAR OR EQUIVALENT APPROVED BY COMPANY
15	PLYBOOARD FOR FURNITURE	BHUTAN TUF/KITPLY /GREENLAM

SECTION-IV

RESPONSIBILITY MATRIX

Responsibility Matrix

Broad Scope of work	Description	Responsibility Matrix	
		Sun Petro	Bidder
Design, manufacturing, Supply & Installation/commissioning of Porta Cabins with all furniture/fittings/fixtures for all fields (excluding associated Civil and Horticulture/Landscaping works which will be done by Civil Contractor of SunPetro)	Preparation of GA and detailed drawings		√
	Approval of drawings	√	
	As Built Drawings (GA drawing/layout, power & control circuit diagram)		√
	Inspection Testing & Quality Plan	√	√
	Fabrication, transportation & installation of porta cabins including loading at Vendor workshop and unloading at SunPetro Site.		√
	Power & Water supply for construction at site (from nearby source of SunPetro)		√
	Sourcing all construction materials as per specifications		√
	Supply of various interiors accessories like split AC, furniture, fixture, electrical fitting items, equipment's etc as applicable on various bunk house with approval of SunPetro		√
	Debris removal & disposal		√
	Mobilization of skilled/ unskilled manpower & setting up labour camp		√
	Testing of materials at approved labs		√
	Safety measures as per applicable statuary requirements		√
	Invoice preparation & required documentation		√
	Joint measurements, Scrutiny of invoice & payments for the work done	√	√
	Payment of all taxes/duties/levies/royalties etc		√
	Compliance to labour laws & meeting the requirements of all statutory authorities		√

SECTION V

BID EVALUATION CRITERIA

1. TECHNICAL EVALUATION CRITERIA

The following vital technical conditions should be strictly complied with failing which the bid will be liable for rejection.

1.1. The Bidder should confirm acceptance of complete scope of work.

1.2. Eligibility and experience of the bidder:
The bidders must possess the following qualifications as a minimum and the bidder is required to submit the supporting documentary evidence in support of their qualification as listed below:

(a) Bidder should be in the construction business/porta cabin manufacturing business for a minimum period of 3 years.

1.3. Bidder shall provide the documents (Work orders, Completion certificates etc.), to demonstrate the experience mentioned under 1.2(a) above.

1.4. Documents meeting the above requirements must be submitted along with the technical bid. These documents shall be in the form of:

a) Copies of relevant pages of contract document showing contract number, period of contract and detailed Scope of Work etc.

b) Copies of experience Certificate(s) or payment certificates or Completion Certificate to substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

2. FINANCIAL CRITERIA

a. The bidder should have average yearly turnover for last three financial years (2023-24, 2024-25 and 2025-26) of more than INR 10 (Ten) Crores.

b. The net worth of the bidder as on 31st March 2026 shall be positive and with positive profitability in at least 1 of last 3 financial years.

c. Bidder to submit audited Financial Reports for FY 2023-24, 2024-25 and 2025-26.

d. In case audit of accounts of FY 2025-26 has not been completed till the date of submission of bid, bidder to provide audited Financial Reports of 2022-23, 2023-24 and 2024-25 along with declaration regarding non-completion of audit for FY 2025-26.

3. COMMERCIAL EVALUATION CRITERIA

a. Bids shall be submitted as per instructions provided in Notice Inviting of Tenders in Section – I.

b. Offer of following type shall be liable for rejection.

i. Fax / e-mail / Xerox/photo/scanned copy offers

ii. Offer made by Agent /retainer/consultant / Representatives / Associates / of the foreign principal

iii. Offer that does not conform to validity period as per NIT/ITB.

iv. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB / NIT.

v. 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 etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty, VAT and GST.

vi. Offer where prices are not firm during entire duration of the contract and /or with qualifications.

vii. Offer not duly signed by authorized signatory

viii. Bidders not meeting Delivery schedule, completion period

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

In case at any stage of tendering process, it is established that the bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, the bid shall be rejected.

4. GENERAL

Bidders to note the following:

a. Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.

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

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

5. Joint Venture / Consortium Bidder's Bid

a. Joint Venture Bidder's Bid Requirements

In the event that the Bidder submits a bid as a Joint Venture (JV), the following additional requirements shall be mandatorily satisfied:

i. The JV shall meet all the Bidder Experience Qualification Criteria specified under para A above.

ii. All members of the JV shall undertake, through their Joint Venture Agreement, that each party shall be jointly and severally liable to Sun Petrochemicals Pvt. Ltd. (SPPL) for any and all obligations, liabilities, and responsibilities arising out of or in connection with the Contract, if awarded.

iii. The Agreement executed between the JV partner(s) shall be submitted as part of the bid and shall remain valid for the entire duration of the Contract.

SECTION – VI

PRICE SCHEDULE

PRICE SCHEDULE

The Bidder shall quote all prices as per the following format in the tables below.

TABLE A- Design, Manufacturing, Supply & Installation of New Porta Cabins

Sr No.	Description	UoM	Est. Qty.	Unit Price inclusive of Freight & Installation (INR)	Total Amt (INR)
1.	Single Man Accommodation With Office And Washroom (20' X 10' X 8'6") • Panelling-HDMR Prelaminated Boards • Bed - MS Frame With Mattress. • Side Table in Metal. • CP Fittings - Jaguar • Sanitary Fittings - Cera • Windows - Domal Sections • Daikin 2 (1nos) •Office Furniture-All Modular	SQ.FT	1		
2.	VIP Sleeper-2-man Accommodation With Washroom (20' X10' X 8') • Panelling-HDMR Prelaminated Boards • Bed -MS Frame With Mattress. • Side Table In Metal • CP Fittings - Jaguar • Sanitary Fittings - Cera • Windows-Domal Sections. • Daikin 1T (2nos)	SQ.FT	1		
3.	4 Men Accommodation With Washroom (20' X 10' X 8') • Panelling-HDMR Prelaminated Boards • Bed -MS Frame With Mattress. • Side Table in Metal • CP Fittings -Jaguar • Sanitary Fittings-Cera • Windows-Domal Sections. • Daikin 1T (2nos)	SQ.FT	1		
4.	8 Men Accommodation With Washroom (40' X 10' X 8') • Panelling-HDMR Prelaminated Boards • Bed -Ms Frame With Mattress • Side Table In Metal • CP Fittings -Jaguar • Sanitary Fittings-Cera • Windows-Domal Sections. • Daikin 2T (2nos)	SQ.FT	1		
5.	Double bed Accommodation porta cabins with attached toilets with furniture & AC etc. (Size: -20'x 10'x 8'6")	SQ.FT	1		
6.	Kitchen (20' x 10' x 8' or any other size) • Panelling-HDMR Prelaminated Boards • SS Kitchen Countertop • The Drawer/Shutter in SS Finish • Fridge LG 260lt • Microwave - Faber 25 lt • Oven - Faber 80 lt • Commercial Cooking Range With 4 Burners	SQ.FT	1		

	• Sink-SS Finish • AC-Daikin 2T • Dishwasher				
7.	Dry Pantry Unit (20' X 10' X 8' or any other size) • Panelling-HDMR Prelaminated Boards • Shelf Rack-In Ms Finish • Enclosed Storage For Food Grains, Vegetables Etc In SS Finish •AC-Daikin 2T	SQ.FT	1		
8.	Wet Pantry Unit (20' X 10' X 8' or any other size) • Panelling-HDMR Prelaminated Boards • Shelf Rack-In Ms Finish • Cold Storage-Celfrost Double Door Fridge-2nos • AC-Daikin 2T	SQ.FT	1		
9.	Canteen (40' X 10' X 8' or any other size) • Panelling-HDMR Prelaminated Boards • Table In SS Finish • Chair- SS With Wood • Daikin 2T (2nos)	SQ.FT	1		
10.	Laundry (20' X 10' X 8' or any other size) • Panelling-HDMR Prelaminated Boards • Ironing Table • Enclosed Storage • IFB Washing Machine 15kg(2nos) • IFB Dryer-15kg (2nos) • 2T AC-1no.	SQ.FT	1		
11.	Common Toilet (20' X 10' X 8' or any other size) •Panelling-HDMR Prelaminated Boards • Cp Fittings -Jaguar •Sanitary Fittings-Cera • Windows-Domal Sections Exhaust Fan must.	SQ.FT	1		
12.	Operator cabins of various sizes with furniture & AC etc. (Size: - 10'x 10'x 8'6")	SQ.FT	1		
13.	Security cabins of various sizes with furniture with wall mounted fan (Size:6'X6'X8'6")	SQ.FT	1		
14.	Operator cabin Cum emergency accommodation with furniture, split AC & single bed of various sizes (Size: -20'x 10'x 8'6")	SQ.FT	1		

TABLE-B: REPAIR, MAINTAINANCE & OTHER ASSOCIATE WORKS FOR EXISTING PORTA CABINS

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
1	Providing And Fixing Of HDMR Green Panel 9mm THK Binded Black Matt L-Patti And T-Patti (Aluminium) With Labour And Material (Material+ Labour+ Transportation)	SQ.M	1		
2	Providing And Fixing Of Shera Panel On Exterior Façade Including FrameWork On Backside (Material+ Labour+ Transportation)	SQ.M	1		
3	Providing And Fixing Of GI Corrugated	SQ.M	1		

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
	Sheet For Roof (Material+ Labour+ Transportation)				
4	Window Frame In MS With Rebate Detail (Material+ Labour+ Transportation)	PC	1		
5	Providing And Fixing Of Door Locks (Material+ Labour+ Transportation)	PC	1		
6	Providing And Fixing Of Door Handles (Material+ Labour+ Transportation)	PC	1		
7	Repairing Of Old Handles (Material+ Labour+ Transportation)	PC	1		
8	Repairing Of Old Locks (Material+ Labour+ Transportation)	PC	1		
9	Providing And Fixing Of Windows With Domal Section -3track (2 Glass Leaves And 1 Mosquito Leaf) (Material+ Labour+ Transportation)	Sq.m	1		
10	Providing And Fixing Vinyl Floor (Material+ Labour+ Transportation)	R.mt.	1		
11	Providing And Fixing Of Panel Light(Apple Lite) (Material+ Labour+ Transportation)	PC	1		
12	Providing And Fixing Of Switchboard(GM) 6model (Material+ Labour+ Transportation)	PC	1		
13	Providing And Fixing Cabin Fans (Crompton) (Material+ Labour+ Transportation)	PC	1		
14	Providing And Fixing Of Curtains (Material+ Labour+ Transportation)	SQ.M	1		
15	Providing And Fixing Skirting (Material+ Labour+ Transportation)	R.mt.	1		
16	Providing And Fixing ACP Sheets (Material+ Labour+ Transportation)	SQ.M	1		
17	Providing Interior Tiles (4'x2') (Material+ Labour+ Transportation)	SQ.M	1		
18	Providing And Fixing Exter (Material+ Labour+ Transportation)for Tiles (2'x2')	SQ.M	1		
19	Providing And Fixing SS Railings (Material+ Labour+ Transportation)	R.mt	1		
20	Providing And Fixing Doors (Material+ Labour+ Transportation)	SQ.M	1		
21	Providing And Fixing Door Closers	PC	1		
22	Providing And Fixing Furniture Bunk Beds (Material+ Labour+ Transportation)	PC	1		
23	Providing And Fixing Furniture Side Table (Material+ Labour+ Transportation)	PC	1		
24	Providing And Fixing Furniture luggage Rack (Material+ Labour+ Transportation)	PC	1		
25	Providing And Fixing Furniture Like Tables (Material+ Labour+ Transportation)	PC	1		
26	Providing And Fixing Furniture Like	PC	1		

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
	Wardrobe (Material+ Labour+ Transportation)				
27	Providing And Fixing Bathroom Fittings W.C. (Material+ Labour+ Transportation)	PC	1		
28	Providing And Fixing Bathroom Fittings Wash Basin (Material+ Labour+ Transportation)	PC	1		
29	Providing And Fixing Bathroom Fittings Spout (Material+ Labour+ Transportation)	PC	1		
30	Providing And Fixing Bathroom Fittings Diverter (Material+ Labour+ Transportation)	PC	1		
31	Providing And Fixing Bathroom Fittings (Hand Shower) (Material+ Labour+ Transportation)	PC	1		
32	Providing And Fixing Bathroom Fittings (Get Spray) (Material+ Labour+ Transportation)	PC	1		
33	Providing And Fixing Bathroom Fittings (Towel Racks) (Material+ Labour+ Transportation)	PC	1		
34	Providing And Fixing Bathroom Fittings (Hankerchief Racks) (Material+Labour+ Transportation)	PC	1		
35	Providing And Fixing Bathroom Fittings (Head Shower) (Material+ Labour+ Transportation)	PC	1		
36	Providing And Fixing Bathroom Fittings (Soap Dish) (Material+ Labour+ Transportation)	PC	1		
37	Providing And Fixing Bathroom Fittings (Brush Tumbler) (Material+ Labour+ Transportation)	PC	1		
38	Providing And Fixing Adjust Fan In Bathrooms (Material + Labour + Transportation)	PC	1		
39	Removing Of Old Pipes And Installing New Pipes Astal- PVP Make (Material + Labour+ Transportation)	R.mt	1		
40	Providing And Fixing Bathroom Nahani Traps (Material+ Labour+ Transportation)	PC	1		
41	Providing And Fixing Bollard Lamp	PC	1		
42	Providing And Fixing Chairs (From Ikea) (Material+ Labour+ Transportation)	PC	1		
54	GI Portable House Roof Top Red Textured Gi Sheet	SQ.M	1		
55	Slopping Roof in Ms Fabrication (50mm X 50mm Pipe) with Labour and Material	KG	1		
56	Breaking Or Removing of Floor, Partition, Door Or Furniture	SQ.M	1		
57	Dismantling Of Ms Roof or Wall	SQ.M	1		

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
58	Supply And Installation of 25mm UPVC Underground Pipe (Exterior)	MTR	1		
59	Supply And Installation of 110mm PVC Pipe (Exterior)	MTR	1		
60	Supply And Installation of 40mm PVC Pipe (Exterior)	MTR	1		
61	Supply And Installation of 22mm CPVC-Tee (Interiors)	PC	1		
62	Supply And Installation of 22mm Brass Elbow (Interiors)	PC	1		
63	Supply And Installation of 22mm Plug (Interiors)	PC	1		
64	Providing And Fixing Of Aluminium Composite Panel (wall cladding/partition) 4mm THK Binded Black Matt L-Patti And T-Patti (Aluminium) With Labour And Material (Material+ Labour+ Transportation)	SQ.M	1		
65	Providing, supplying, fabricating, and fixing Stainless Steel (SS) sheeting for roof and wall cladding, manufactured from the specified grade-304 (Jindal make) and thickness of 2mm stainless steel sheets.	SQ.M	1		
66	Providing, fabricating, supplying, and installing a heavy-duty Stainless Steel Counter manufactured from SS 304 food-grade stainless steel, comprising a 1.5 mm thick SS 304 top and front	SQ.M	1		
67	Providing, fabricating, supplying, and installing a heavy-duty Stainless Steel Island Counter manufactured from SS 304 food-grade stainless steel, comprising a 1.5 mm thick SS 304 top and front with storage.	SQ.M	1		
68	Painting On Shera Panel	SQ.M	1		
69	Epoxy Painting	SQ.M	1		
70	Supply And Installation of Stop Cock/Angular Cock/Pillar Cock (Interiors)	PC	1		
71	Supply And Installation of Waste Coupling (Interiors)	PC	1		
72	4core-2.5/6mm/10mm Armour Cable Wiring	MTR	1		
73	63 Amp- 5pin Outdoor Industrial Socket Set	PC	1		
74	Supply And Installation Of Panel Light 2'X2' (APPLELITE MAKE) For Interiors	PC	1		
75	Supply and installation of Panel light 2'X2' (Applelite Make) for industrial kitchen	PC	1		
76	Providing And Fixing Skirting (Material+ Labour+ Transportation)	R.mt.	1		
77	Window Frame In Ms With Rebate Detail (Material+ Labour+ Transportation)	R.mt.	1		

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
78	Providing And Fixing Bathroom Fittings (bottle trap Material+ Labour+ Transportation)	PC	1		
79	Providing And Fixing Of Switchboard (GM) 2 Model (Material+ Labour+ Transportation)	PC	1		
80	Providing And Fixing Of Switchboard (GM) 3 Model (Material+ Labour+ Transportation)	PC	1		
81	Providing And Fixing Of Switchboard (GM) 4 Model (Material+ Labour+ Transportation)	PC	1		
82	Providing And Fixing Of Switchboard (GM) 6model (Material+ Labour+ Transportation)	PC	1		
83	Providing And Fixing Of Switchboard (GM) 8 Model (Material+ Labour+ Transportation)	PC	1		
84	Providing And Fixing Of Switchboard (GM) 12 Model (Material+ Labour+ Transportation)	PC	1		
85	Providing And Fixing Of Sockets (Material+ Labour+ Transportation)	PC	1		
86	Providing And Fixing Socket Box 6 Amp (Material+ Labour+ Transportation)	PC	1		
87	Providing And Fixing Switch Plates (Material+ Labour+ Transportation)	PC	1		
88	Providing And Fixing Circuit Point With Ply And Finish (Material+ Labour+ Transportation)	PC	1		
89	Providing And Fixing 2.5 Wiring For Electrical (Material+ Labour+ Transportation)	MTR	1		
90	Providing And Fixing MCB (Material+ Labour+ Transportation)	PC	1		
91	Providing And Fixing Partition With Aluminium Section And Both Side Ply With Laminate Finish)	SQ.FT	1		
92	Providing And Fixing Pedestal With Laminate Finish.	PC	1		
93	Providing And Fixing Bathroom Elbows (Material+ Labour+ Transportation)	PC	1		
94	Providing And Fixing Drawers Locks In Tables	PC	1		
95	Carpenters	Per Man-day	1		
96	Mason	Per Man-day	1		
97	Tile Fixer	Per Man-day	1		
98	Welder	Per Man-day	1		
99	Electrician	Per Man-day	1		
100	Plumber	Per Man-day	1		
101	Painter	Per Man-day	1		
102	Helper	Per Man-day	1		

Sr. No.	Category	UOM	Qty	Unit Rate (INR)	Total Amt (INR)
103	Skilled Worker of any Category	Per Man-day	1		
104	Unskilled Worker	Per Man-day	1		

Note:

1. This is a **non-exclusive Rate Contract**. SunPetro reserves the right to procure similar or identical items/services from other contractors/vendors during the Contract period.

2. The quantities indicated in the Price Schedule are tentative/estimated for evaluation and budgeting purposes only and shall not constitute any minimum guaranteed quantity, value or commitment by SunPetro. Payment shall be made only against the actual work/supply executed and certified by SunPetro.

3. The rates under this Rate Contract shall be applicable against individual **Call-Out Orders / Work Orders** issued by SunPetro from time to time during the Contract period. Each Call-Out Order shall specify the location, scope, quantity, applicable Price Schedule item(s), delivery/completion requirement and any specific technical requirements.

4. The quoted rates shall remain **firm and fixed for the entire Contract period**, including any extension period, unless price escalation/de-escalation is specifically provided for in the Contract/LOA.

5. The quoted rates shall be deemed to include all costs necessary for complete execution of the respective item, including, as applicable, **design, engineering, drawings, materials, fabrication, manufacturing, labour, supervision, tools, tackles, consumables, loading, transportation, unloading, shifting, erection, installation, testing, commissioning, finishing, cleaning and handing over**, except those items specifically identified as payable separately in the Price Schedule.

6. The rate quoted for a complete new Porta Cabin shall be deemed to include the complete cabin in accordance with the approved drawings/specifications, including structural frame, wall/roof/ceiling panels, insulation, flooring, doors, windows, painting/finishing and all associated fittings and fixtures specified for that particular cabin type.

7. Where electrical, plumbing, sanitary, air-conditioning, fire/safety, furniture or other facilities are included in the respective Price Schedule item, the quoted rate shall include all associated materials, accessories, supports, wiring/cabling/piping, installation, testing and commissioning required for making the system complete and functional.

8. For items such as air-conditioners, refrigerators, televisions and other electrical appliances, the Contractor shall retain original tax invoices and the original manufacturer-issued warranty/guarantee card or certificate, duly completed and bearing the applicable serial/model numbers. Copies shall be submitted with the relevant invoice or completion documents, and the originals shall be produced for verification or handed over to the Company upon written request. The documents shall be retained until expiry of the applicable warranty/guarantee period and final settlement of the corresponding call-out order, whichever is later. Failure to provide these documents may result in withholding of payment for the affected item until compliance, without relieving the Contractor of any warranty or contractual obligation.

9. Transportation of the Porta Cabin/materials from the Contractor's manufacturing/workshop location to the designated SunPetro site shall be included in the respective item rate if transportation is not separately identified in the Price Schedule.

10. Where an existing Porta Cabin is required to be shifted from one location to another, the applicable shifting, transportation, loading/unloading, reinstallation and testing rates shall be as per actuals plus 5% service charge.

11. Loading, unloading, positioning, levelling and shifting within the designated site shall be included in the relevant item rate unless separately provided in the Price Schedule. Any crane/Hydra/Trailer required for such activities shall be included unless specifically listed as a separate payable item.

12. For repair, maintenance and renovation of existing Porta Cabins, payment shall be made based on the **actual quantities of work executed and certified by SunPetro**, at the applicable Schedule of Rates.

13. Before undertaking major repair/renovation work, the Contractor shall inspect the existing Porta Cabin and submit a condition assessment/repair proposal, including photographs and material requirements, wherever requested by SunPetro.

14. Replacement of damaged/unserviceable panels, flooring, doors, windows, roofing, electrical items, plumbing items, sanitary fixtures, AC components, furniture, fixtures and other components shall be measured and paid under the applicable Price Schedule item, wherever such item is available.

15. If any required work/material is not covered by the Price Schedule, the Contractor shall submit a detailed rate analysis/quotation with details of landed Cost at site (including Transport) + 5 % service charges to SunPetro **before execution**. Such work shall be carried out only after obtaining written approval from SunPetro.

16. The Contractor shall not be entitled to any additional payment for activities that are reasonably incidental and necessary for completion of the respective Price Schedule item, even if such activity is not separately mentioned, provided it is within the general scope of the item.

17. Measurement shall be based on the actual quantity of work completed, supplied, installed or repaired and accepted by SunPetro. Measurements shall be jointly recorded/certified by the Contractor and authorized representative of SunPetro.

18. Where the Price Schedule specifies units such as **Each, Nos., Sq.m., Rm., Kg., Litre, Set, Job, Man-day, etc.**, payment shall be made only against the actual accepted quantity corresponding to the stated unit.

19. For items quoted on a **Lump Sum (LS)** basis, the quoted rate shall cover the complete scope specified against that item and shall not be divisible unless otherwise specifically stated in the Call-Out Order.

20. Normal wastage of materials such as steel, panels, cables, pipes, flooring, paint, consumables etc. shall be deemed included in the quoted rates. No separate payment shall be made for normal wastage, cutting loss or excess material brought to site by the Contractor.

21. All dismantled/replaced materials shall remain the property of SunPetro unless otherwise specifically stated. The Contractor shall segregate, stack and hand over such materials at the location designated by SunPetro. Disposal of scrap, if specifically entrusted to the Contractor, shall be carried out only with written authorization.

22. Dismantling of existing Porta Cabins or components shall be carried out carefully without damage to reusable materials. Dismantling rates, wherever separately provided, shall include labour, tools, tackles and associated activities.

23. Where design/drawing is included in the Price Schedule, the Contractor shall prepare and submit all required GA drawings, layouts, structural details, electrical/plumbing drawings and other documents for SunPetro's review/approval. Approval by SunPetro shall not relieve the Contractor of its design responsibility.

24. All materials shall be **new, unused and of approved quality**, conforming to the approved

specifications and applicable standards. The Contractor shall submit Material Test Certificates, certificates of conformity, OEM certificates and other quality documents wherever required.

25. All testing, inspection and commissioning required for the respective item shall be included in the quoted rate unless separately identified in the Price Schedule.

26. The Contractor shall provide warranty/defect liability for supplied new Porta Cabins, equipment, materials and repair/renovation works as specified in the Contract. Any defect attributable to defective material or workmanship during the warranty period shall be rectified/replaced by the Contractor at no additional cost to SunPetro.

27. All rates shall include compliance with SunPetro's HSE requirements, applicable statutory requirements and site safety procedures, including PPE, work permits, JSA/TRA, toolbox talks, safe lifting, barricading, housekeeping and other requirements applicable to the work. The existing draft already requires valid work permits, material certificates, medically fit personnel, PPE, certified lifting equipment, waste handling and other oil-and-gas-site controls.

28. All tools, tackles, welding machines, cutting equipment, drilling machines, electrical tools, ladders, scaffolding, lifting accessories and other equipment required for execution shall be provided by the Contractor and shall be included in the quoted rates unless specifically identified as a separate Price Schedule item.

29. All skilled/semi-skilled/unskilled manpower, supervision, engineering and technical personnel required for completion of the work shall be included in the quoted rates unless a separate manpower item is provided.

30. The Contractor shall comply with all applicable Central and State Government laws, labour laws, safety regulations, environmental requirements and other statutory requirements applicable to the work.

31. Unless specifically stated otherwise, quoted rates shall be **exclusive of GST**. GST shall be payable extra at the applicable rate against submission of a valid tax invoice. All other taxes, duties, levies, cess, labour-related statutory costs and other charges shall be borne by the Contractor as applicable under law.

32. No separate payment shall be made for site establishment, temporary facilities, mobilization of normal manpower/tools, supervision, housekeeping, safety arrangements or demobilization unless specifically provided as a separate Price Schedule item.

33. The Contractor shall be deemed to have considered the normal site conditions, accessibility, working environment and operational constraints of SunPetro's Oil & Gas fields in Gujarat while quoting the rates.

34. Work may be required to be carried out in operating Oil & Gas facilities along with other maintenance/production activities. The Contractor shall coordinate with SunPetro and other agencies and execute the work without disturbing ongoing operations.

35. Any damage caused to SunPetro's existing facilities, equipment, structures, utilities or property due to the Contractor's activities, negligence or improper handling shall be repaired/restored by the Contractor at its own cost.

36. SunPetro reserves the right to increase, decrease, omit or delete any quantity/item from the Price Schedule depending upon actual requirement. The Contractor shall have no claim for compensation, loss of profit or overheads on account of non-utilization of the estimated quantities.

37. In case of any discrepancy between the description in the Price Schedule and the detailed Scope of Work/Technical Specification, the **Contract/Special Conditions/Technical Specification**

shall prevail, unless otherwise specified in the Contract.

38. Any additional work required outside the Price Schedule shall be undertaken only after written approval of SunPetro. Rates shall preferably be derived from existing applicable Schedule of Rates; where no applicable rate exists, the rate shall be mutually agreed based on a detailed rate analysis supported by documentary evidence.

39. Payment shall be made against actual accepted work/supply and submission of the required invoice and supporting documents, including Call-Out Order, measurement sheet, delivery challan, inspection/acceptance certificate, work completion certificate, test reports and other applicable documents.

40. The Contractor shall be fully responsible for the completeness, quality, workmanship, dimensional accuracy, functionality and timely completion of the supplied/installed/repair work in accordance with the Contract and approved drawings/specifications.

41. Unless expressly stated otherwise in the Price Schedule, **no separate payment shall be admissible for any incidental activity, minor material, consumable, fastening, sealant, support, hardware, transportation within site, testing, commissioning or other requirement necessary to make the respective item complete and functional.**

42. **Place of Delivery**
The place of delivery shall vary as per requirement and shall be mentioned on each Callout.
The site addresses are as follows:

- **BHASKAR FIELD**:
Sun Petrochemicals Pvt. Ltd. (SunPetro). Bhaskar Field,
Central Processing Facility (CPF),
Pandad-Tamsa Road,
Village: Pandad, Tal: Khambhat,
Dist: Anand, Gujarat - 388625

- **MODHERA FIELD:**
Sun Petrochemicals Pvt Ltd, (Modhera),
Matrasan Village, Modhera,
Mehsana, Gujarat - 384212

- **BAOLA FIELD:**
Sun Petrochemicals Pvt Ltd, (Baola)
GCS-Opp Nageshwar Temple,
Salajada Baola, Gujarat - 382220

- **HAZIRA FIELD:**
Sun Petrochemicals Pvt Ltd,
Hazira Oil & Gas Facilities Hazira (VILL & PO),
Surat, Gujarat - 394270.

Place of delivery to be confirmed by contractor prior to dispatch.

SECTION-VII

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 head office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT India (hereinafter referred to as "**Company"** or "**SunPetro**")

AND

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

RECITALS

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

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

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

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

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

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

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

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

1] This Preamble of Contract

2] Articles of Contract GCC (General Terms and Conditions)

3] Special Terms & Condition of Contract (SCC)

4] Scope of Work (Specifications and Scope of Works)

5] Responsibility Matrix

6] QA &QC and TPI/Inspection

7] Price Schedule & Bill of Quantity

8] Other Appendices & Annexures

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

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

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

Sun Petrochemicals Pvt. Limited	_____
(COMPANY)	(CONTRACTOR)
Signature _____	Signature _____
Name:	Name:
Title:	Title:
In presence of witness	
1)Name Title Signature/Initials	1)Name Title Signature/Initials
2)Name Title Signature/Initials	2)Name Title Signature/Initials

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

1.1. The Contract comprises the LOA/NOA/Work Order, this Agreement, GCC, Special Conditions, Scope of Work, Technical Specifications, approved drawings, Price Schedule/BOQ, Responsibility Matrix, HSE requirements, Quality Assurance/Inspection requirements, schedules and annexures, and written amendments issued in accordance with the Contract.

1.2. In case of inconsistency, the following order of precedence shall apply unless the LOA states otherwise: (a) LOA/NOA/Work Order and approved amendments; (b) Special Conditions; (c) Scope of Work and Technical Specifications; (d) approved drawings/data sheets; (e) Price Schedule; (f) GCC; (g) other annexures.

1.3. The Contractor shall promptly notify SunPetro of any discrepancy or ambiguity. No interpretation affecting price, scope or schedule shall be implemented without written approval.

1.4. No oral instruction shall vary the Contract. Variations shall be valid only when issued/approved in writing by an authorized SunPetro representative.

2. DEFINITIONS AND INTERPRETATION

2.1. “Affiliate” means an entity controlling, controlled by, or under common control with a Party.

2.2. “Applicable Law” means All applicable central, state and local laws, rules, regulations, notifications, codes, permits, statutory requirements and lawful directions applicable to the Work.

2.3. “Approved” means Approved in writing by SunPetro's authorized representative.

2.4. “Call-Out Order / Work Order” means A written order issued under the Rate Contract specifying the particular cabin/work, location, quantities, rates, schedule and special requirements.

2.5. “Company / SunPetro / SPPL” means Sun Petrochemicals Private Limited.

2.6. “Contractor / Supplier” means the entity named in the LOA/Contract, including its approved subcontractors, employees and authorized representatives.

2.7. “Contract Area” means SunPetro's Oil & Gas fields, plants, well sites, camps, offices and other designated facilities in Gujarat, and any other location specified in a Call-Out Order.

2.8. “Contract Price / Rates” means the applicable firm rates in the Price Schedule, subject to permitted variations/escalation expressly stated in the Contract.

2.9. “Completion” means Completion of the relevant Work Order scope, including installation, testing, commissioning, punch-point closure, submission of documents and handing over, as applicable.

2.10. “Porta Cabin” means A prefabricated/modular relocatable structure, including structural frame, panels, flooring, roof, doors/windows, insulation, electrical, plumbing AC, furniture/fixtures and other specified systems.

2.11. “New Porta Cabin” means A newly manufactured cabin meeting the approved drawings/specifications and not previously supplied/used by SunPetro.

2.12. “Repair/Maintenance” means Inspection, corrective maintenance, preventive maintenance, replacement, refurbishment, modification, shifting and associated works for existing cabins.

2.13. “Site” means The location designated by SunPetro for execution/delivery/installation.

2.14. “Work” means All design, engineering, procurement, manufacturing, testing, packing, transportation, unloading, shifting, erection, installation, testing, commissioning, repair, maintenance, dismantling, disposal and associated activities included in the Contract.

2.15. Words importing singular include plural and vice versa. Headings are for convenience only. References to laws include amendments/re-enactments. “Day” means calendar day unless expressly stated as working day.

3. BASIC SCOPE AND NATURE OF RATE CONTRACT

3.1. The Contract is a non-exclusive Rate Contract. It does not constitute a guaranteed minimum quantity or expenditure. SunPetro may place Call-Out Orders as and when required and may procure similar works from other sources.

3.2. The Contractor shall provide complete, fit-for-purpose services and supplies necessary for the specified outcome, whether or not every minor incidental activity is separately listed, provided such activity is reasonably inferable from the approved scope.

3.3. The scope includes, as applicable:

a. Site survey, measurements, design, engineering, drawings, calculations, shop drawings and

submission/approval.

b. Manufacture/fabrication of new porta cabins including structural frame, wall/roof/ceiling panels, insulation, flooring, doors, windows and finishes.

c. Electrical wiring, lighting, sockets, DBs, earthing, cabling, emergency lighting and other electrical accessories as specified.

d. Air-conditioning, ventilation, exhaust and associated supports/drains as specified.

e. Plumbing, sanitary fixtures, water supply/drainage, tanks and associated fittings.

f. Fire/smoke detection, extinguishers, emergency systems and other fire-safety provisions where specified.

g. Furniture, fixtures, shelves, worktops, kitchen/pantry items and other fit-outs where included in the Call-Out Order.

h. Packing, loading, transportation, unloading, cranage, shifting, positioning, levelling, anchoring and installation.

i. Testing, commissioning, inspection, rectification of punch points, documentation and handover.

j. Repair, refurbishment, replacement of panels/doors/windows/floors/roofing, painting, waterproofing, electrical/plumbing repairs and other maintenance of existing cabins.

k. Dismantling, relocation/reinstallation and disposal of scrap/waste as directed by SunPetro.

l. All tools, tackles, temporary works, consumables, manpower, supervision, PPE, access equipment and incidental requirements necessary for execution.

3.4. The detailed technical requirements and item-wise inclusions/exclusions shall be defined in Annexure A (Scope), Annexure B (Technical Specifications), Annexure C (Price Schedule) and the applicable Call-Out Order.

4. CONTRACT TERM AND CALL-OUT ORDERS

4.1. Initial term shall be three (3) years from the Effective Date, with an option for SunPetro to extend the Contract for up to two (2) additional years, in one or more tranches, at the same rates, terms and conditions unless otherwise agreed in writing.

4.2. Each Call-Out Order shall specify, as applicable, location, cabin type, quantity, scope, approved drawings/specification, delivery/installation schedule, applicable rates and special requirements.

4.3. The Contractor shall acknowledge each Call-Out Order within two (2) working days and commence within the time specified therein.

4.4. The Rate Contract shall not by itself authorize expenditure. Payment shall arise only against valid Call-Out Orders and certified quantities/outputs.

5. DESIGN, ENGINEERING AND APPROVAL

5.1. The Contractor shall prepare all drawings, GA drawings, layouts, structural details, electrical/plumbing, schematics, load details, material specifications, calculations and method statements necessary for the work.

5.2. No manufacturing/fabrication shall commence until the drawings/data requiring approval have been approved by SunPetro, unless SunPetro expressly authorizes parallel manufacture at Contractor's risk.

5.3. Approval by SunPetro shall not relieve the Contractor of responsibility for design adequacy, dimensional correctness, manufacturability, code compliance, fitness for purpose or performance.

5.4. Contractor shall incorporate comments and resubmit revised documents without additional cost where revisions arise from non-compliance, errors, omissions or inadequate design.

5.5. Contractor shall maintain drawing/document revision control and submit as-built drawings and final documentation after completion.

6. TECHNICAL REQUIREMENTS FOR NEW PORTA CABINS

6.1. Cabins shall be designed for the environmental and operational conditions of the specified Gujarat field/location, including temperature, humidity, dust, corrosion, wind and site-specific hazards.

6.2. Structural members, panels, insulation, flooring, roofing, fasteners, coatings and fixtures shall be of approved make/type and comply with the approved technical specification.

6.3. Materials shall be new, unused and free from defects unless specifically approved for reuse/refurbishment.
6.4. Steel/structural members shall be properly fabricated, welded, cleaned, treated and coated. Welding procedures, welder qualifications and NDT shall be provided where specified.
6.5. Sandwich panels/insulation shall have the specified density, thickness, thermal performance and fire performance. Panel joints shall be sealed to prevent water ingress and dust ingress.
6.6. Flooring shall be level, durable, non-slip and suitable for the intended occupancy/use. Wet areas shall be waterproofed.
6.7. Doors/windows shall be properly aligned, sealed, lockable and suitable for site conditions. Escape/emergency provisions shall comply with approved design and applicable requirements.
6.8. Electrical installation shall include correctly rated DBs, MCB/RCCB/RCBO as applicable, earthing, cable sizing, cable management, labels, testing and documentation.
6.9. All penetrations shall be properly sealed. Weatherproofing, corrosion protection, cable glands, earthing and bonding shall be suitable for the specified location/classification.
6.10. Where a cabin is intended for a hazardous area, all electrical/instrumentation equipment shall be suitable for the applicable hazardous-area classification and approved specifications. The Contractor shall not assume hazardous-area requirements; the applicable classification shall be stated in the Call-Out Order/site specification.

7. EXISTING CABIN REPAIR, MAINTENANCE AND REFURBISHMENT

7.1. Contractor shall inspect existing cabins and submit a condition assessment, photographs, proposed repair methodology, material list and quotation/BOQ where requested.
7.2. No major replacement/modification shall be undertaken without written authorization except emergency make-safe work expressly authorized by SunPetro.
7.3. Repairs shall restore the cabin to the specified functional condition and shall include testing and rectification of defects attributable to the Contractor's workmanship/materials.
7.4. Reusable components shall not be discarded without SunPetro's approval. Removed serviceable materials shall be handed over or disposed of as directed.
7.5. For emergency breakdown/repair Call-outs, Contractor shall mobilize within the response time specified in the Call-Out Order. If no response time is stated, mobilization shall be within 24 hours of written call-out for urgent safety/operational requirements, subject to site access and permit requirements.

8. MATERIALS, MAKES, SUBSTITUTIONS AND TRACEABILITY

8.1. All materials shall conform to approved specifications, applicable standards and approved makes.
8.2. Substitution of any specified material, make, grade or equipment requires prior written approval and shall not increase price unless expressly approved.
8.3. Contractor shall provide MTCs, test certificates, certificates of conformity, manufacturer data sheets, warranties and other quality documents as applicable.
8.4. Counterfeit, refurbished or non-genuine, branded materials shall not be supplied. Any such material may be rejected and replaced at Contractor's cost.
8.5. Contractor shall maintain batch/heat/serial-number traceability for critical materials/equipment where specified.

9. QUALITY ASSURANCE, INSPECTION AND TESTING

9.1. Contractor shall establish and implement a project-specific Quality Plan/ITP for each category of work where required.
9.2. SunPetro or its nominated TPI may inspect raw materials, fabrication, assembly, testing and finished cabins at the Contractor's works. Such inspection shall not relieve the Contractor of responsibility.
9.3. Hold/Witness/Review points shall be observed as stated in the approved ITP. Contractor shall give reasonable advance notice for inspections.
9.4. Pre-dispatch inspection shall include dimensional checks, workmanship, fit-out, electrical tests, leak/water-tightness checks, AC functional checks and other tests specified in the ITP.
9.5. Any rejected/non-conforming item shall be repaired/replaced/reworked at Contractor's cost and

re-inspected.

9.6. No dispatch shall be made where a mandatory hold point has not been released.

10. TRANSPORTATION, DELIVERY, UNLOADING AND INSTALLATION

10.1. Contractor shall be responsible for safe packing, loading, transportation, unloading, lifting, positioning and installation unless expressly excluded.

10.2. Transport vehicles, cranes, hydra, trailers, lifting tools and operators shall possess valid statutory/third-party certificates and shall be suitable for the load.

10.3. Contractor shall conduct route/site verification where required and shall account for access, clearances, turning radius, overhead lines, underground services and site restrictions.

10.4. Damage to cabins/materials during manufacture, packing, storage, transportation, loading, unloading, shifting, installation and commissioning shall be Contractor's responsibility until acceptance, except where caused solely by SunPetro.

10.5. Contractor shall protect existing facilities and restore any damage caused by its activities at its own cost.

11. SITE EXECUTION, PERMITS AND INTERFACE

11.1. All site work shall be carried out only under valid work permits and site instructions applicable to the activity.

11.2. Contractor shall coordinate with SunPetro operations, HSE, electrical, civil, maintenance and other contractors and shall not interfere with ongoing operations.

11.3. Contractor shall submit method statements, JSA/TRA, lifting plans, hot-work arrangements, electrical isolation requirements and other documents as required.

11.4. Contractor shall stop work immediately when instructed by SunPetro for unsafe conditions, process emergencies, permit suspension or operational requirements.

11.5. Any delay caused by Contractor's inadequate manpower, tools, permits, materials, supervision or planning shall be at Contractor's cost.

12. HSE REQUIREMENTS

12.1. Contractor shall comply with SunPetro HSE procedures, site rules, applicable law, Oil Mines Regulations and other applicable statutory requirements. DGMS's Oil Mines Regulations, 2017 specifically prescribe responsibilities for contractors and for persons who design/manufacture equipment for use in mines.

12.2. Contractor shall provide competent, trained and medically fit personnel and appropriate PPE at its own cost.

12.3. Minimum requirements include valid work permits; toolbox talks; JSA/TRA; PPE; gas testing where required; safe scaffolding/ladders; lifting plans; certified lifting tools; electrical safety; hot-work controls; fire extinguishers; barricading; housekeeping; emergency arrangements; first aid and incident reporting.

12.4. Welding/cutting equipment, cylinders, hoses, regulators, welding machines, cables, lifting equipment and other safety-critical equipment shall have valid inspection/test certificates.

12.5. Contractor shall segregate, store and dispose of waste, scrap, used oil, contaminated material and hazardous waste in accordance with SunPetro instructions and Applicable Law.

12.6. Contractor shall report accidents, near misses, unsafe acts/conditions, property damage and environmental incidents immediately and submit formal reports within the period prescribed by SunPetro.

12.7. Contractor shall comply with all site-specific emergency response, evacuation and medical arrangements.

12.8. Where the work is undertaken in an operating oil/gas facility, Contractor shall treat the area as a controlled industrial environment and shall not commence any activity without the required permit/authorization.

13. MANPOWER AND LABOUR COMPLIANCE

13.1. Contractor shall deploy sufficient skilled/unskilled manpower, supervisors, engineers, electricians, plumbers, AC technicians, welders, fabricators and other personnel required for timely

completion.

13.2. Contractor shall comply with applicable labour, wage, social security, employee compensation, working-hours, welfare and statutory requirements and shall maintain documentary proof.

13.3. Contractor shall maintain PF/ESI or other statutory registrations and contributions as applicable, and shall furnish challans/returns/certificates when requested.

13.4. Contractor's personnel shall remain employees/personnel of Contractor and shall not be deemed employees of SunPetro.

13.5. SunPetro may require removal/replacement of any person for misconduct, unsafe conduct, incompetence or other reasonable site-related grounds.

14. PROGRAMME, DELIVERY AND DELAY

14.1. Contractor shall submit a detailed schedule for each Call-Out Order, including design, procurement, fabrication, inspection, dispatch, delivery and installation milestones.

14.2. Time is of the essence where stated in the Call-Out Order.

14.3. Contractor shall immediately notify SunPetro of any event likely to affect schedule and provide recovery measures.

14.4. Where delay is attributable to Contractor, SunPetro may recover applicable delay damages/LD as specified in the Call-Out Order or Special Conditions, subject to the agreed cap.

14.5. For delays due to SunPetro-approved scope changes or Force Majeure, the schedule may be extended to the extent demonstrably affected, without automatic entitlement to additional cost unless expressly approved.

15. LIQUIDATED DAMAGES

15.1. Unless otherwise specified in the Call-Out Order, delay liquidated damages shall be 0.5% of the delayed Work Order value per completed week of delay, subject to a maximum of 5% of the delayed Work Order value.

15.2. LD shall be the agreed genuine pre-estimate mechanism for delay and shall not relieve Contractor from completing the work or from liability for other breaches not covered by LD.

15.3. LD shall not apply to delays demonstrably caused by SunPetro, approved variations, or Force Majeure, subject to timely notice and mitigation.

16. PRICE, RATE VALIDITY AND ESCALATION

16.1. Rates in the Price Schedule shall remain firm for the initial Contract period unless a specific escalation/de-escalation formula is expressly included in the NIT/LOA.

16.2. No escalation shall be payable merely due to increase in labour, steel, panels, fuel, freight or other input costs unless expressly provided in the Contract.

16.3. If an escalation clause is included, the applicable base date, indices, formula, ceiling/floor, review frequency and supporting documents shall be stated in the Special Conditions.

16.4. For additional works not covered by the Price Schedule, Contractor shall submit a detailed quotation before execution. Unless otherwise stated, the basis shall be mutually agreed rates or demonstrable actual cost plus the agreed handling/service charge, with supporting invoices and no duplicate mark-up on subcontractor/vendor costs.

16.5. SunPetro may delete quantities/items or reduce call-out scope without liability for loss of profit on unexecuted quantities.

17. VARIATIONS / CHANGE ORDERS

17.1. SunPetro may add, omit, substitute or modify items within the general scope by written Change Order.

17.2. Contractor shall not execute additional work without written authorization, except emergency work required to protect life, safety or property, in which case Contractor shall notify SunPetro immediately.

17.3. Variation valuation shall use existing contract rates where applicable; otherwise, mutually agreed rates or approved cost build-up shall be used.

17.4. Variations shall not invalidate the Contract.

18. PAYMENT, INVOICING AND MEASUREMENT

18.1. Payment shall be made against certified work/supply and valid tax invoice with required supporting documents.

18.2. For NEW PORTA CABINS, unless the LOA/Call-Out Order specifies otherwise, the model milestone payment shall be:

Milestone	% of applicable Call-Out Order value	Requirement
Advance	10%	Against advance bank guarantee of equal amount, if specified in LOA; recoverable from subsequent payments
Approved design/drawings	5%	After approval of required drawings/documents
After Delivery at site	75%	Post successful inspection/testing at Contractor's works and readiness for dispatch, delivery, unloading and submission of delivery documents (less applicable advance recovery)
Installation/commissioning	10%	After completion, testing, commissioning, punch-point closure and handover

18.3. For REPAIR/MAINTENANCE/SHIFTING works, payment shall be based on certified actual quantities/services at applicable Schedule of Rates, normally monthly or on completion as specified in the Call-Out Order.

18.4. Contractor shall submit itemized invoices with Call-Out Order reference, measurement sheet/Work Completion Certificate, delivery challan, inspection release, test certificates, photographs, timesheets where applicable, statutory compliance documents and other supporting records.

18.5. Correct and undisputed invoices shall be paid within thirty (30) working days from receipt and certification, subject to the Contract's payment procedure.

18.6. Payment shall not constitute acceptance and shall not prejudice SunPetro's right to recover overpayments or reject defective work discovered subsequently.

18.7. SunPetro may set off recoverable amounts, LD, damages, statutory dues or other sums payable by Contractor against invoices or other monies due.

19. TAXES AND DUTIES

19.1. Contract rates shall be exclusive/inclusive of taxes exactly as stated in the Price Schedule. GST shall be charged separately where applicable and supported by a valid tax invoice.

19.2. Contractor shall bear all taxes, duties, cess, levies and statutory contributions for which it is responsible under Applicable Law.

19.3. Statutory withholding/TDS shall be deducted by SunPetro as applicable and certificates shall be provided in accordance with law.

19.4. Contractor shall ensure correct GST classification, invoicing, e-invoicing/e-way bill compliance where applicable and timely filing of returns. Any loss of input tax credit caused by Contractor's non-compliance may be recovered from Contractor, subject to Applicable Law.

20. PERFORMANCE SECURITY / PBG

20.1 Contractor shall furnish an irrevocable, unconditional Performance Bank Guarantee of INR 2 Lakh, within thirty (15) days of the issue of Letter of Intent/ award, 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. The Performance Bank Guarantee shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA / Contract. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

20.2 In addition to this PBG of 10% of each callout order Value, in the prescribed format, within fifteen (15) days of LOA/award/Callout or within the period stated in the NIT, shall be furnished by contractor.

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

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

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

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

20.5 The PBG shall remain valid until completion of the Contract and the applicable claim period, with extension as required where the Contract/Work remains outstanding.

20.6 SunPetro may invoke the PBG for material breach, non-mobilization, failure to perform, failure to rectify defects, recovery of amounts due, or other contractual default, subject to the terms of the PBG and Contract.

20.7 PBG shall not be construed as a penalty and shall be without prejudice to other contractual/statutory remedies.

21 INSPECTION, ACCEPTANCE AND HANDOVER

21.2 Acceptance shall occur only after the applicable Work is completed, tested, commissioned, punch points closed and required documentation submitted.

21.3 SunPetro may issue a Work Completion/Acceptance Certificate. For partial deliveries, separate acceptance may be issued where agreed.

21.4 Latent defects or defects discovered after acceptance shall remain Contractor's responsibility during the warranty/defect liability period.

22 WARRANTY / DEFECT LIABILITY

22.2 New porta cabins and supplied equipment shall carry a minimum warranty of twelve (12) months from commissioning/acceptance or eighteen (18) months from delivery, whichever is earlier, unless a longer OEM/manufacturer warranty is specified.

22.3 Repair/refurbishment workmanship shall be warranted for six (6) months from completion unless otherwise stated in the Call-Out Order.

22.4 During warranty, Contractor shall, at its cost, inspect, repair, replace or rectify defective materials/workmanship within the response time specified by SunPetro.

22.5 Warranty shall not cover damage caused solely by misuse or unauthorized modification by SunPetro, normal wear and tear, or events beyond Contractor's reasonable control, provided Contractor can demonstrate the cause.

22.6 Repaired/replaced items shall carry a fresh warranty of at least six (6) months from rectification or the unexpired original warranty, whichever is longer.

23 INSURANCE

23.2 Contractor shall maintain, at its own cost, all legally required and contractually required insurance throughout execution, including employee/workmen compensation, third-party/public liability, motor insurance, contractor's plant/equipment, transit/marine cargo where applicable, and any other insurance specified in the NIT.

23.3 Insurance shall be placed with an insurer authorized to transact the relevant insurance business in India. Evidence of insurance shall be submitted before mobilization/dispatch as required.

23.4 Insurance requirements shall not limit Contractor's contractual liabilities or indemnities.

24 INDEMNITY AND LIABILITY

24.2 Contractor shall indemnify and hold harmless SunPetro, its directors, employees and representatives from third-party claims, losses, damages, penalties, costs and expenses arising from Contractor's negligence, wilful misconduct, breach of Applicable Law, infringement of third-party IP, injury/death of Contractor personnel, or damage to third-party/property caused by Contractor.

24.3 Contractor shall be responsible for loss/damage to its materials, tools, plant and equipment until delivery/acceptance as applicable.

24.4 Subject to the Contract, Contractor's aggregate liability shall not exceed 100% of the total Contract Value. This cap shall not apply to liabilities arising from fraud, wilful misconduct, gross negligence, death/personal injury caused by Contractor, breach of confidentiality, IP infringement, statutory dues/taxes payable by Contractor, or deliberate damage.

24.5 Neither Party shall be liable for indirect or consequential loss to the extent permitted by Applicable Law, except to the extent such exclusion is inconsistent with express indemnities or liabilities under the Contract.

25 INTELLECTUAL PROPERTY AND DOCUMENTS

25.2 Pre-existing intellectual property of Contractor remains Contractor's property. Project-specific drawings, calculations, as-built documents and deliverables paid for by SunPetro may be used by SunPetro for operation, maintenance, modification and future procurement of the facilities.

25.3 Contractor grants SunPetro a perpetual, royalty-free right to use project-specific documentation necessary to operate and maintain the supplied cabins.

25.4 Contractor shall indemnify SunPetro against third-party claims alleging that the supplied design/material infringes intellectual property rights.

26 CONFIDENTIALITY AND DATA

26.2 Contractor shall keep confidential all technical, commercial, operational, security and site information obtained from SunPetro.

26.3 Information may be disclosed only to personnel/subcontractors who need it for Contract performance and are bound by equivalent confidentiality obligations.

26.4 Confidentiality obligations shall survive expiry/termination for five (5) years, or longer where required for trade secrets or Applicable Law.

27 SUBCONTRACTING

27.2 No material subcontracting shall be undertaken without prior written approval of SunPetro.

27.3 Approval shall not relieve Contractor of any responsibility. Contractor remains fully liable for subcontractor acts/omissions, quality, HSE, labour compliance and statutory obligations.

27.4 Critical fabrication/manufacturing locations and specialist vendors shall be disclosed when requested.

28 FORCE MAJEURE

28.2 Force Majeure means an event beyond the reasonable control of the affected Party that could not reasonably have been prevented or overcome, such as natural disasters, war, government restrictions, widespread civil disorder or officially declared events materially preventing performance.

28.3 Ordinary weather, seasonal monsoon, labour shortage, supplier failure, price escalation, financial difficulty, equipment breakdown, poor planning or Contractor/subcontractor default shall not

constitute Force Majeure unless the event independently qualifies and directly prevents performance.

28.4 The affected Party shall notify the other within 48 hours of becoming aware, provide evidence and mitigation measures, and resume performance promptly.

28.5 If Force Majeure materially prevents performance for fifteen (15) consecutive days, SunPetro may terminate the affected Call-Out Order or Contract by written notice. Payment shall be made for accepted work completed up to termination, subject to Contract deductions.

29.0 TERMINATION

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

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

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

Consequences of Termination:

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

B. Termination for events specified below:

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

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

b) Refuses or fails to Work enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or

c) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or

d) Is in breach of Applicable Law; or

e) Otherwise breaches the provisions of the contract or part thereof; or

f) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or

g) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

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

C. Termination in the event of Force Majeure

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

Consequences of Termination:

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

D. Termination for Convenience

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

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

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

Consequences of Termination:

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

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

a) Immediately discontinue the work from that date and to the extent specified in the notice.

b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such Contract portion of the work which is directed to be continued.

c) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

29.2 **Payment upon Termination to be confirmed**

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

29.3 Default includes non-mobilization, abandonment, repeated poor performance, material HSE breach, insolvency, unauthorized subcontracting, persistent delay, supply of non-conforming

materials, breach of law, or failure to maintain required security/insurance.

29.4 SunPetro may terminate for convenience, in whole or part, by giving fifteen (15) days' written notice, unless the LOA provides another period. Contractor shall be paid for accepted work properly performed up to termination and approved unavoidable commitments expressly authorized by SunPetro; no claim for anticipated profit on unexecuted work shall be payable.

29.5 Upon termination, Contractor shall stop work as directed, protect completed work, submit records, return SunPetro property, remove its personnel/equipment, and hand over materials/documents relating to the work.

29.6 SunPetro may complete the remaining work itself or through another contractor at Contractor's risk and cost where termination is due to Contractor default.

30 SUSPENSION

30.1 SunPetro may suspend any work for safety, operational, technical or commercial reasons by written instruction.

30.2 Contractor shall secure the work, materials and equipment during suspension and shall resume when instructed.

30.3 Cost/time consequences, if any, shall be determined under the applicable Change Order provisions and only to the extent the suspension is not attributable to Contractor.

31 LIENS

31.1 Contractor shall keep SunPetro's property free from liens, claims and encumbrances arising from Contractor, its subcontractors or suppliers. Contractor shall promptly discharge any such claim and indemnify SunPetro against related costs.

31.2 SunPetro may withhold/set off reasonable amounts where a lien/claim remains unresolved, subject to Applicable Law.

32 AUDIT AND RECORD RETENTION

32.1 Contractor shall maintain books, invoices, measurement records, inspection records, statutory records and other Contract documents for at least four (4) years after expiry/termination, or longer if required by law.

32.2 SunPetro may audit records relevant to Contract charges upon reasonable notice. Any overpayment established through audit shall be reimbursed promptly.

33 ANTI-BRIBERY, ETHICS AND COMPLIANCE

33.1 Contractor shall comply with applicable anti-bribery, anti-corruption, competition, sanctions and ethical requirements and shall not offer, solicit or accept any improper payment, gift or advantage in connection with the Contract.

33.2 Contractor shall disclose conflicts of interest and comply with SunPetro's applicable Supplier/Vendor Code of Conduct and policies communicated to it.

33.3 Breach may constitute material default and may lead to termination and other remedies.

34 ENVIRONMENTAL MANAGEMENT

34.1 Contractor shall prevent pollution, spills, uncontrolled discharge, improper waste disposal and contamination.

34.2 Waste, scrap, used consumables and hazardous materials shall be handled and disposed of as directed by SunPetro and Applicable Law.

34.3 Contractor shall restore the work area after completion, including removal of temporary structures, debris and surplus material unless otherwise directed.

35 SECURITY, ACCESS AND SITE DISCIPLINE

35.1 Contractor personnel shall comply with site access, identity, vehicle, photography, mobile-phone, security and emergency requirements.

35.2 Photography, recording or dissemination of site information shall be prohibited unless authorized.

35.3 Contractor shall be responsible for its personnel and vehicles entering the Contract Area.

36 NON-EXCLUSIVITY

36.1 This is a non-exclusive Rate Contract. SunPetro may place orders with other contractors for similar works and may divide requirements among multiple sources.

36.2 Contractor shall cooperate with other contractors and avoid interference with their work.

37 NOTICES

37.1 Contract notices shall be in writing and delivered by hand, recognized courier or official email to the addresses designated in the LOA/Contract. A notice is effective upon acknowledged receipt or as otherwise established by the transmission record.

38 ASSIGNMENT

38.1 SunPetro may assign/novate the Contract to an Affiliate, joint venture/participant or successor entity upon written notice, subject to Applicable Law.

38.2 Contractor shall not assign the Contract or any material right/obligation without prior written consent of SunPetro.

39 DISPUTE RESOLUTION AND ARBITRATION

39.1 Parties shall first attempt to resolve disputes through discussions between the Contract/Project Managers and, if unresolved, through senior management escalation.

39.2 If a dispute remains unresolved, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 and amendments thereto.

39.3 The tribunal shall consist of a sole arbitrator mutually agreed by the Parties. If the Parties fail to agree on the arbitrator, appointment shall be made in accordance with Applicable Law.

39.4 The seat and venue of arbitration shall be Mumbai, India, unless otherwise specified in the LOA. The language shall be English.

39.5 During dispute resolution, Contractor shall continue the undisputed Work unless otherwise directed. SunPetro shall pay undisputed certified amounts in accordance with the Contract.

40 GOVERNING LAW AND JURISDICTION

40.1 The Contract shall be governed by the laws of India.

40.2 Subject to the arbitration provisions, courts having jurisdiction at Mumbai, India shall have jurisdiction over matters arising out of the Contract.

41 SEVERABILITY, WAIVER AND ENTIRE AGREEMENT

41.1 If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect.

41.2 No waiver is effective unless in writing by the authorized Party. Delay in exercising a right shall not constitute waiver.

41.3 The Contract constitutes the entire agreement concerning its subject matter and supersedes prior understandings to the extent inconsistent with the executed Contract.

42 SURVIVAL

42.1 Provisions relating to confidentiality, IP, warranty, indemnity, taxes, audit, dispute resolution, records, liabilities and any other provisions intended by their nature to survive shall remain effective after expiry or termination.

43 SPECIAL CONDITIONS FOR OIL & GAS FIELD WORK

a. Valid work permit shall be obtained before commencing site activity.

b. Personnel shall possess required competency/training and medical fitness documentation.

c. Required PPE, gas detection, fire protection and emergency equipment shall be available.

d. All lifting equipment and accessories shall have valid inspection/load-test certificates.

e. Hot-work equipment, welding machines, electrical cables, gas cylinders, hoses and regulators shall have valid inspection/test certificates.

f. All site work shall be coordinated with ongoing production, well testing, treatment, maintenance and other operations.
g. Contractor shall maintain housekeeping and prevent dropped objects, trip hazards, fire hazards and unauthorized access.
h. Emergency stop-work instructions issued by SunPetro shall be obeyed immediately.
i. Material certificates and inspection records shall be provided where specified.
j. Contractor shall comply with applicable DGMS requirements and site-specific HSE standards.

44 **DOCUMENTATION AND HANDOVER DOSSIER**

a. The Contractor shall submit, as applicable:
b. Approved GA/layout/shop drawings and revisions.
c. Structural calculations/design basis where required.
d. Electrical single-line diagrams, cable schedules, DB schedules and test reports.
e. AC selection, heat-load/design calculations and commissioning reports.
f. Plumbing/sanitary drawings and pressure/leak test reports.
g. Material Test Certificates and certificates of conformity.
h. Inspection and Test Plan, inspection reports and TPI reports where applicable.
i. Factory Acceptance/Pre-Dispatch Inspection report.
j. Delivery challans, packing list and serial-number list.
k. Installation/commissioning reports and punch-point closure report.
l. As-built drawings and O&M manuals.
m. OEM warranties and contact details.
n. Photographic records before/after installation where required.
o. Statutory certificates, calibration certificates and test certificates where applicable.

SECTION-VIII

QUALITY CONTROL AND QUALITY ASSURANCE

QUALITY CONTROL AND QUALITY ASSURANCE

1. **General**

1.1 The Goods supplied by Supplier shall be strictly in accordance with technical specification set forth in SOS and PO issued. Trade names of products which have been identified by COMPANY accepted as meeting COMPANY's requirements will be given along with the specifications, where applicable.

1.2 Supplier shall be responsible for quality control of the Goods.

1.2.1.1 The PO issued pursuant to the Contract will specify whether or not the Goods are subject to inspection by COMPANY or its authorized representative(s).

1.3 Upon reasonable notice given to Seller, Supplier shall ensure that COMPANY has the opportunity to inspect the Goods at any time, either at Supplier's facilities or at the facilities of Supplier's Suppliers, or wherever else the Goods may be located. Such inspection shall be in accordance with the requirements in Scope of Supply (SOS) and shall not relieve Supplier of any obligations under the Purchase Order and CONTRACT issued thereto.

1.4 All Goods furnished by Supplier shall be available for inspection at all reasonable times by COMPANY or their representatives. For such purpose Supplier shall allow or procure for COMPANY and/or its above mentioned authorized representative access to all workshops and other places where Goods are being manufactured (including the premises of Supplier's Suppliers) and COMPANY reserves the right to finally survey quality and place of final acceptance in accordance with Clause 15 (Title and Risk) of General terms & Conditions. COMPANY's inspection, failure to inspect or waiver of inspection of any part of the Goods shall not constitute acceptance thereof nor relieve Supplier of its obligation to comply with the provisions of the Price Agreement. If, upon inspection, any Goods are considered by COMPANY not to be of an acceptable standard in accordance with the Contract specifications, Supplier shall on receipt of notice from COMPANY, repair or replace the same at its own cost and to COMPANY's satisfaction and Supplier shall be allowed no extension of time on account of such performance or replacement. In the event of Supplier's failure, following written notification from COMPANY, to repair or replace within a reasonable period of time any Goods considered unacceptable by COMPANY, COMPANY may repair (or have repaired) or replace the Goods at Supplier's expense and deduct the cost thereof from the Price Agreement.

1.5 If in compliance with the provisions of the Price Agreement, or by COMPANY's instructions or by reason of any applicable law any Goods are required to be tested or inspected, Supplier shall give COMPANY timely notice of Supplier's readiness for test/inspection thereof and, if the same is to be witnessed by someone other than COMPANY of the date fixed there for. Supplier will be reimbursed at cost for any tests / inspections not detailed or specified in the Price Agreement. /CONTRACT.

1.6 In the event of a complete or partial failure in any tests referred to in Paragraph "1.6" above, or for any other reason, COMPANY may request special tests. Supplier shall be responsible for all costs and any schedule impacts associated with such special tests, however, in the event that these tests disclose the Goods to be in accordance with the Price Agreement, such costs shall be to COMPANY 's account and where such tests have an adverse effect on the delivery schedule, the Due Date for Delivery shall be extended by the time spent on such special tests.

1.7 All instruments, machines and equipment (including the testing laboratory) shall be subject to examination by or on behalf of COMPANY before they are used for the purpose of any tests.

1.8 If COMPANY appoints an Inspector, Supplier shall coordinate with such Inspector and treat its

authorized representatives in the same manner, as COMPANY's authorized representatives, for inspection and testing of Goods under the provision of this Price Agreement.

2. Goods Subject to Inspection by COMPANY

20.2 COMPANY or its Inspector will carry out intermediate and final inspections depending on the nature of the Goods. COMPANY will provide the Supplier with the name and address of the Inspector.

20.3 Supplier shall provide at its expense:

20.3.1 All facilities required by the Contract and PO(s) issued thereto for the Inspector to inspect the Goods.

20.3.2 Any required certificates including test and material certificates.

20.4 In the event of inspection requirement by COMPANY or its authorized representative(s), Supplier shall advice Inspector and COMPANY of the date on which and the location where the Goods are ready for Inspection. Such advice shall be by fax and shall name COMPANY's Inspector. The Goods shall be set up in Supplier's or Suppliers' facilities, as far as necessary to carry out inspection.

20.5 Goods inspection shall be handled as follows:

20.5.1.1 The Inspector shall reject all Goods that are found to be of unacceptable quality or workmanship or fail to comply fully with the requirements of "A/B" and shall write and issue, on-the spot, to the Seller, a "Note of Non-acceptance". Note of non-acceptance shall clearly state the basis for the rejection. Supplier shall submit to COMPANY the Inspector's notes.

20.5.1.2 Subject to COMPANY's approval, Supplier shall take corrective action on rejections at Supplier's sole expense and with due regard to its obligation to deliver the Good in time.

20.5.2 The cost of additional inspections caused by Supplier's non-compliance with Scope of Supply (SOS) and CONTRACT issued thereto shall be to Supplier's account.

3. Goods Subject to Inspection by Supplier / Manufacturer

Supplier shall, at its sole cost and expense, carry out all inspection and testing and shall provide certificates that may be required under the provisions of the Price Agreement. Such certificates shall be sent to COMPANY or its authorized representative(s) within one week from the date on which the Goods have been tested or inspected. Non-compliance will result in payment being deferred until certificates have been received.

SECTION-IX

PACKING, MARKING, DOCUMENTATION AND DELIVERY INSTRUCTIONS

PACKING, MARKING, DOCUMENTATION AND DELIVERY INSTRUCTIONS

1.1 PACKING AND PROTECTION INSTRUCTIONS

SUPPLIER shall be responsible for packing and protection of the goods whilst in transit to the destination shown in the Purchase Order.

1.2 MARKING INSTRUCTIONS

1.2.1 Stencil on two sides and one end in clear characters, at least centimeters high (where case size permits, otherwise use optimum size for each package dimension), the marks set out hereunder. If goods are to be shipped in shipping line containers then marking may be stenciled on one end only. However, packages must be stowed in a manner, which exposes these marks.

1.2.2 Packages containing fragile articles must be packed with special precaution against risk of breakage. Such containers must be stenciled on all sides “FRAGILE – HANDLE WITH CARE”. This marking must be in English. Where cases are not to be overturned SUPPLIER must show on the cases clear and readily visible identification to ensure they are kept in the correct position.

1.2.3 Packages/equipment of five tons or more must be marked with slinging points and also clearly show on all sides the center of gravity. This is of paramount importance for pressure vessels and heat exchangers.

1.2.4 For hazardous/dangerous of restricted material, mark as specified by relevant international standards and regulation. Specific reference is made to most recent regulations of the International Civil Aviation Organization (for airfreight) and the International Maritime Cargo Organization (for sea freight).

1.2.5 Metal tags or labels must be stamped or indelibly marked with full shipping marks and must be securely attached using 6 twists of stainless steel wire to all loose bundles or uncrated items, alternatively marking boards can be securely strapped to bundles.

1.2.6 Each package and contents must clearly show the country of origin of the goods.

1.2.7 Number packages consecutively, i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers.

1.2.8 All material must also bear the following **SHIPPING MARKS** in full: -

- Marks according to final destination.
- Supplier’s Name (in full) _____
- Purchase Order No. (in full) _____
- Tag No. (if applicable) _____
- Purchase Order Item Nos. _____
- Box No.: _____ of _____
- FOR (Destination as Page 1 of Purchase Order).
- Gross Weight _____ kilos.
- Net Weight _____ kilos.
- Length x Width x Height _____ centimeters.
- Total Volume _____ cubic meters.

  Where appropriate, description signs such as ‘FRAGILE”, “GLASS”, “THIS WAY UP”, “HAZARDOUS”, “RESTRICTED”, “FLASH POINT”, etc. shall be prominently marked.
  Delete as applicable (please check with Freight Forwarder prior to marking).

1.2.9 Two packing lists detailing actual contents and listing all rust prevention agents and removal solutions, should be enclosed in each package. A master list detailing all packages, listing Purchase Order and Item Nos. For each item contained in the complete consignment, should be included in package No. 1.

SECTION-X

PERFORMANCE MEASUREMENT

PERFORMANCE MEASUREMENT

1.0 The time is of essence of all activities under the contract and Bidder 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.

S. No.	Performance Indicator (Monthly Average Basis)	Measurement Indices	% Weightage	Actual Score
1	Timely delivery of Equipment at site	0 or 100	15	
2	Work delayed by more than 24 hrs due to non- availability of Manpower	0 or 100	15	
3	Work delayed by more than 24 hrs due to non-availability of Resources	0 or 100	15	
4	Deviation: Design Vs. Actual	100	15	
5	Delay: Schedule completion time Vs Actual Time	0 or 100	15	
6	Compliance of Observation by Inspection	100	25	
Total Score (%)				

2.0 Incentives

Minimum Expectation of Performance Level > 90%. Incentive will be given if Contractor scores the marks ≥ 95%.

a. If the performance is **≥** 95%, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.

b. 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.

3.0 Penalties:

a. 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.

b. In the event of non-compliance for observation, Contractor shall be penalized at the rate of INR 500/- (Five hundred rupees) per day until action is taken.

i. Performance shall be evaluated on during installation & commissioning. 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 with 1% less payment for every 1% less performance from 90% limit (Pro-rata Basis) or to be finalized on discussions with the contractor on award of work

ii. In case of PPE non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

SECTION-XI

Annexures

ANNEXURE - 1

BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT

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

BID_____
NOT BID_____

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

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

Transmittal via facsimile:

ATTENTION
Head –Commercial & Supply Chain Management
Sun Petrochemicals Private Limited
8th, 9th & 10th Floor, ATL Corporate Park
Saki Vihar Road, Powai, Mumbai – 4000712,
Maharashtra, India
Phone No: +91-22-69325300
Kind Attn: Mr Dheeraj Paroch
Head – Commercial & Supply Chain Management
Sun Petrochemicals Private Limited

ANNEXURE – 2

BID BOND FORMAT

TO: SUNPETRO a division of Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1004, 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.:**_____ _____ dated_____for _____(hereinafter referred to as the "Tender").

NOW, THEREFORE, (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :)

_____ (hereinafter called the "Guarantor") hereby irrevocably and unconditionally guarantee the sum of Indian Rupees _____/- (INR_____ for Indian Bidders) and US $ _____United States Dollars _____ only – for Foreign Bidders) in Favor of Company, if Tenderer fails to perform its obligations as set forth below:

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

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

(a) Fails or refuses to execute the agreed Contract, if required; or

(b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or

(c) Seeks Variation or modification of Proposal, modifications to the agreed terms and conditions

(d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.

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

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

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

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

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

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

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

NOTE :

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

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

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

ANNEXURE - 3

CHECK LIST FOR BIDDING

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

TECHNICAL

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

2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/brochure of the manufacturer, etc.?
YES / NO

3. 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 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 and extension period if exercised.
YES / NO

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

7. 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 Unpriced Technical bid with all annexures and enclosures have been furnished in duplicate (1 original + 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 has been attached.
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 the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?
YES / NO

24 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? ** / No)	Effect on Commencement Date

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency : _____

ANNEXURE - 5

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From: **To:**

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

ANNEXURE - 6

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From: **To:**

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

ANNEXURE -7

CUT-OUT SLIPS FOR OUTER ENVELOPE

DO NOT OPEN - THIS IS A TENDER /QUOTATION

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

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name: _____

Bid Due Date: _____

From: **To:**

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

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, BHARAT, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS:

A. The COMPANY has issued 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 - Bhaskar-1
2) Bank Name: ICICI Bank Limited
3) Bank Account Number.: 054405013167
4) IFSC Code: ICIC0000544
5) Branch Address: G1, Acruti Centre Point, Kondivita,
Near Telephone Exchange,
Midc, Andheri(E), Mumbai-400093

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 such as IDBI Ltd

2. Private Sector Banks such as Axis Bank, ICICI Bank and HDFC Bank

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

ANNEXURE – 10

CHECKLIST 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. PAN / TAN / GSTN number

b. Bank Account number with documentary proof

Operational

a. Detailed sequence of operations with ballpark time estimates

b. Availability of services & materials with timelines

c. Interface management of various services

d. Logistics control

General

a. Overall inputs required for meeting all operational needs

ANNEXURE - 11

PROVISIONAL ACCEPTANCE CERTIFICATE

CONTRACT /CONTRACT NO:.....

Date:.....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

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

For and on behalf of: _____

_____(COMPANY)

Name

Designation

Signature

Date

ANNEXURE – 12

EXCEPTIONS TO COMPLETION

Ref : PROVISIONAL ACCEPTANCE CERTIFICATE

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

END OF TENDER DOCUMENT