

**Tender Document**

**For**

**Design, Manufacturing, Supply,  
Installation & Commissioning  
of  
Porta cabins  
for  
various requirements in Bhaskar  
Field**

**Tender No:- SunPetro/Bhaskar/ Porta Cabin/2023-24/SPPL-142**



**SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)**

8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07,

Saki Vihar Road, Powai, Mumbai - 400072

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## **SECTION- 1**

### **INVITATION TO BID (ITB)**

# Sun Petrochemicals Private Limited

(SunPetro)

**COMMERCIAL & SUPPLY CHAIN MANAGEMENT**

8<sup>th</sup>, Floor, ATL Corporate Park, Opp. L&T Gate no. 07,  
Saki Vihar Road, Powai, Mumbai – 400072, Maharashtra  
Tel: (91-22) 4227 4227/66455645, Fax: (91-22) 6645 5685  
CIN: U24219GJ1995PTC028519

**Ref. No.: SunPetro/ Bhaskar/ Porta Cabin/2023-24/SPPL-142**

**Date: 07.04.2023**

## INVITATION TO BID

**Sub: Design, Manufacturing, Supply, Installation & Commissioning of Porta Cabins for various requirement in Bhaskar Field**

**Ref: Tender No.: SunPetro/ Bhaskar/Porta Cabin/2023-24/SPPL-142**

Dear Sir / Madam,

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

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

**ENVELOPE-II: Priced Commercial Bid**

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

### **1.1 SALIENT FEATURES OF THE TENDER**

1]	Tender No.	SunPetro/ Bhaskar/Porta Cabin/2023-24/SPPL-142
2]	Title of Tender	Design, Manufacturing, Supply, Installation & Commissioning of Porta Cabins for various requirement in Bhaskar Field
3]	Brief Scope of Work	Detailed as per Section-4 of this tender Document
4]	Tender Fee	NIL
5]	Bid Security / Bid Bond	Rs. 50,000/- Bidders are required to furnish Bid Bond along with Technical & Un-priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at ANNEXURE-2 drawn from a Nationalized/ Scheduled bank as listed at ANNEXURE-9. Note: 1] Bid Bond shall be acceptable in INR from Foreign bidders also 2] In lieu of bid bond bidder can also submit DD /Pay order. DD / Payorder shall be governed by Bid Bond terms and conditions.
6]	Bid Validity	One Hundred and twenty (120) days
7]	Bid Bond Validity	One Hundred and fifty (150) days

8]	Last Date Of Receipt of Queries From Bidders	Seven(7) days from the date of issue of this ITB
9]	Date Of Pre-Bid Conference & Venue	If required will be intimated
10]	Tender Closing Date & Time	21.04.2023 at 1500 hrs. IST
11]	Address for Correspondence /Tendering Office	Head –Commercial & SCM Sun Petrochemicals Pvt. Ltd. 8 <sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai-400072 e-mail: <a href="mailto:nihit.jain@sunpetro.com">nihit.jain@sunpetro.com</a>
12]	Delivery Period	Within 6 weeks from the Date of LOI / LOA / PO, However Bidder to quote its best reduced delivery period.
13]	Terms & Conditions of Contract	As per Section-3 of this tender Document
14]	Drawing & Technical Specification	Bidder to submit along with Technical & Un-Priced Commercial Bid [ENVELOPE-I] for evaluation
15]	Contract Period	The term of contract shall be for a period of 1 year with provision for extension at same terms and condition for further period of 1 year. The prices shall be firm for 1 year. The prices shall be linked to metal index in case of any repeat order during extension of the Contract.

**NOTE:**

Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

**1.2. ACKNOWLEDGEMENT OF TENDER DOCUMENT**

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

**1.3. PRICING STRATEGY**

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

**1.4 EVALUATION STRATEGY**

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

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

**1.5 AWARD STRATEGY**

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

**1.6 CHECK LIST**

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

**1.7 SUBMISSION OF BIDS**

Your wax sealed bid (ENVELOPE-I and ENVELOPE-II), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted

through one waxed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.

- 1.8** Bidders to note that Non-compliance with the bidding instructions, except as permitted in the Bid and/or late arrival of Bid shall result in Bid not being considered.
- 1.9** Only bids submitted by bidders who have been issued bid document by the Company shall be considered whereas unsolicited bid shall not be considered.

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

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

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

Regards,

**Nihit Jain**  
**Head-SCM & Commercial**

## **SECTION – 2**

### **INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDERS

### 2.1 General Instructions

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

### 2.2 Joint Venture / Consortium Bidder’s Bid

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

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

### 2.3 Use of English Language

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

- 2.4 Late Bids**  
Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids, prescribed by the Company.
- 2.5 Clarifications**  
Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: [Nihit.Jain@sunpetro.com](mailto:Nihit.Jain@sunpetro.com)
- 2.6 Submission of Bids**
- 2.6.1 A two-Envelope single stage International Complete Bidding (ICB) system, i.e. "Technical & Commercial Un-priced Bid" and "Commercial Priced Bid" shall be followed.
- 2.6.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" in the separate sealed envelopes as follows:  
**ENVELOPE-I: Technical & Un-Priced Commercial Bid**  
**ENVELOPE-II: Priced Commercial Bid**
- 2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However a Tick mark (√) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid.  
  
The Priced Commercial Bid shall contain only prices duly filled in as per the price schedule format.  
  
Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.
- 2.6.4 Each of the "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" shall be properly identified as "Original Technical & Un-priced Commercial Bid" & "Copy Technical & Un-Priced Commercial Bid" and "Original Priced Commercial Bid" & "Copy Priced Commercial Bid".
- 2.6.5 The "Original Technical & Un-Priced Commercial Bid" along with one more "Copy of Technical & Un-Priced commercial Bid" with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting "Cut out slip as per **Annexure # 5**". The same procedure shall be adopted for submission of the "Original Priced Commercial Priced Bid" and "Copy of Priced Commercial Bid" in separate envelope (ENVELOPE-II) by pasting "Cut out slip as per **Annexure # 6**". Each Bidder will submit two soft copies of complete signed and stamped "Technical & Un-Priced Commercial Bid in the **Flash Drive, in PDF format** along with "**Technical & Un-Priced Commercial Bid**" in the sealed cover i.e. ENVELOPE-I. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with "**Original Technical & Un-priced commercial Bid** "
- 2.6.6 The entire Bid i.e. ENVELOPE –I and ENVELOPE –II should be then placed in a cloth-lined outer envelope duly sealed by pasting cut out slip as per **Annexure #7**" and superscripted as prescribed.
- 2.6.7 The Bids shall be submitted to the following address:  
Nihit Jain, Head - SCM  
SUN PETROCHEMICALS PRIVATE LIMITED  
8<sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07,  
Saki Vihar Road, Powai, Mumbai-400072
- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the "Commercial Priced Bid" will be opened and evaluated.

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

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

## **2.7 Validity Period**

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

## **2.8 Technical Proposal Requirement**

2.8.1 The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender. The Bidder shall confirm in its Bid Proposal that it has sufficient experience and resources to meet the scope of work of subject tender. The Bidder is to satisfy Company regarding Bidder’s capabilities and experience by submitting the documents, certificates, resumes etc as defined in the Scope of Work, Contractor’s personnel and as required under any clause in particular.

2.8.2 The Technical Bid should contain brochures of the products, details of experience with other Operators / companies in India / abroad of similar services, performances, etc.

## **2.9 Certificate & Inspection**

At any time prior to supply / execution of the contract or during the course of delivery/completion and thereafter, Company shall have the right to access materials and Supplier shall assist in the verification of material test certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract. It will be the Bidder’s responsibility to correct any deviations from specifications found by inspection prior to mobilization of equipment. This will be at the cost of the Bidder / contractor.

## **2.10 Commercial Proposal Requirements**

### **2.10.1 Currency**

Prices quoted shall be in Indian Rupee (INR).

### **2.10.2 Price in Words & Figures**

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

### **2.11 Deadline for Submission of Bids**

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

### **2.12 Splitting of work**

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

### **2.13 Payment Terms**

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

## **2.14 Taxes, Duties and Approvals**

2.14.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transport, insurance on a CIF basis at the designated port of delivery or Site Location in India. Except GST (if applicable), 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. GST, if applicable, shall be paid by the Company at actual.

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

## **2.15 Performance Bank guarantee**

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

## **2.16 Change Orders & Rates:**

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

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

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

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

## **2.17 Mobilization Period / Delivery Period / Completion Period**

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

**2.18 Bid Bond**

Bid Bond /EMD to be submitted along with ENVELOPE-1. The Bid Bond /EMD shall be returned to all unsuccessful bidders within one month after completion of tendering process (however , in case of the successful bidder , Bid Bond will be returned after submission of Performance Bond and failure to submit Performance Bond will lead to forfeiture of Bid bond)

**2.19 Annexures**

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

## **SECTION-3**

# **GENERAL TERMS & CONDITIONS OF CONTRACT (PO)**

## GENERAL TERMS AND CONDITIONS OF CONTRACT

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## GENERAL TERMS & CONDITIONS OF PURCHASE / CONTRACT

### 3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise. "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.2 "Agreement" or "Contract" or "Purchase Order" or "PO" shall mean the instructions to the bidders mentioned in the tender document, these PO/Contract definitions, General PO/Contract Conditions, Special PO/Contract Conditions, Schedule of Rates, Bill of Quantity (BOQ), Price Schedule, Responsibility Matrix, Specifications, Scope of Supply (SOS), Scope of Work (SOW) all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Purchase Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in Section 8 and as may be indicated in the Price schedule, which SunPetro shall compensate, Supplier for the actual supplies made and accepted by SunPetro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the CONTRACT.
- "Contract Value" shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the supply & services to be provided under the Contract including but not limited to the Mobilisation Charges, Demobilisation Charges, Unit rates, cost of consumables, day rates, monthly rates, standby rates etc as applicable under the Contract and mentioned in Price Schedule. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 3.1.6 "Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Area" or where company has participatory interest.
- 3.1.7 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.8 "Contractor/Supplier/Bidder" shall mean M/s. \_\_\_\_\_ and includes, its consortium partners, sub-Suppliers and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.9 "Contractor /Supplier Representative" shall mean the representative so appointed by the Supplier /Supplier and informed to SunPetro.



- 3.1.10 "Contractor's/ Supplier's Equipment" shall mean all the equipment(s), units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., available with Supplier or its Principal in connection with the manufacturing and supply.
- 3.1.11 "Contractor's /Supplier's Personnel" shall mean each individual and / or the collective group of Supplier's employees, Supplier 's sub-Supplier s, and their respective employees, sub-Supplier's, licensees, invitees, agents and representatives, who are provided and/or utilized by Supplier for the supply.
- 3.1.12 "Commencement Date" shall mean the date when the supply will start.
- 3.1.13 "Completion Date" shall mean the time and date when the supply, installation & commissioning shall be completed by the Supplier/Supplier.
- 3.1.14 "Company" means the Company or Operator which is a party to this CONTRACT, and any other party for whom Company is acting in executing this CONTRACT, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.15 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.16 "Company Group" shall mean the Company, its affiliates their Supplier s, sub-Supplier s and equipment vendors of any tier, its Co-venturers, their personnel, officers, directors, employees and agents but excluding Supplier /Supplier Group;
- 3.1.17 "PO", "Agreement", "Contract" or "Purchase Order" (as per par 3.1.2 above)
- 3.1.18 "Daily Operation Report" shall mean the daily report submitted by the Supplier to SunPetro as per the requirements of CONTRACT.
- 3.1.19 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the CONTRACT are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.20 "Delivery Terms" as mentioned shall be subject to "INCOTERMS 2010" Edition or any update thereto except in so far as they are modified or varied by the terms of the Contract and any variation thereto.
- 3.1.21 "Deviated / Directional Well" shall mean a Well drilled with the intention of being inclined from the vertical.
- 3.1.22 "Effective Date" shall be the date of issue of LOI / Contract or as specified by Company.
- 3.1.23 "Entry permit" is an instrument issued by appropriate authority for movement of goods.
- 3.1.24 "Exhibits" are those documents attached hereto and form an integral part of this CONTRACT for all purposes and consisting of all the exhibits and annexures.
- 3.1.25 "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- 3.1.26 "Good Oilfield Practices" means good international petroleum industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 3.1.27 "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this CONTRACT.
- 3.1.28 "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 3.1.29 Interpretation

- a. Reference to "Section", "Para ", "Clause", "Article" and "Provision" shall have the same meaning.
  - b. The headings and sub-titles in these Conditions of CONTRACT are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the CONTRACT.
  - c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
  - d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
  - e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.30 "Letter of Intent "or "LOI" or Letter of Award (LOA) shall mean intimation to Supplier by the Company for purchase.
- 3.1.31 "License" shall mean the license issued to Company by Supplier /Manufacturer.
- 3.1.32 "Mobilization" shall mean the actual mobilization of the Supplier/Supplier's equipment which are fit for operational requirements, along with auxiliary equipment and Supplier's personnel during CONTRACT period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro will issue the mobilization letter for the services as and when requirement comes.
- 3.1.33 "Operator" shall mean Sun Petrochemicals Private Limited (SunPetro) / Company.
- 3.1.34 "PSC" shall mean the production-sharing CONTRACT entered into between the Government of India and SunPetro consortium as its consortium.
- 3.1.35 "Project" shall mean the work and other related activities as may be indicated in the LOI/ CONTRACT.
- 3.1.36 "Purchase Order (PO)" a document through which company instructs the supplier to the Company in accordance with the Terms of the Contract and in the form of which including but not limited to delivery.
- 3.1.37 "Services" shall mean the services to be provided by the Supplier /Suppliers under the CONTRACT as more particularly described in Scope of Work, to this CONTRACT and shall include such other services as may from time to time be agreed in writing between the Supplier and SunPetro.
- 3.1.38 "SunPetro", "SUNPETRO" or "SPPL" shall mean SUN PETROCHEMICALS PRIVATE LIMITED.
- 3.1.39 "SunPetro's Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this CONTRACT on behalf of Company.
- 3.1.40 "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the CONTRACT as being for supply by SunPetro or its Suppliers.
- 3.1.41 "Sub-Suppliers" shall mean those persons or companies engaged by the Supplier /Supplier in connection with the Services / CONTRACTs approved by SunPetro.
- 3.1.42 "SunPetro Designated Base" shall mean well site as informed by Company. However, the Supplier shall store/warehouse its equipment and materials at its own costs & risks.
- 3.1.43 "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Supplier to the Company in accordance with the terms of the CONTRACT and in the form of which bank guarantee is set forth in Annexure #8 hereof.
- 3.1.44 "Rates" or "Rate" shall mean the applicable rates of compensation to be paid to Supplier for work hereunder as set forth in the Price Schedule.
- 3.1.45 "Termination Date" shall mean the time of day and date when the Term defined in CONTRACT expires or when the CONTRACT is terminated by Company, in accordance with its terms, whichever occurs later.

- 3.1.46 "Third Party" shall mean a person /entity which are not included in Company or supplier.
- 3.1.47 Deleted.
- 3.1.48 Deleted.
- 3.1.49 "Well Locations" shall mean the locations of the Wells within the CONTRACT Area
- 3.1.50 "Willful Misconduct" means Intentional disregard of Good Oilfield Practice or proper conduct under the CONTRACT/ PO with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 3.1.51 "Work" shall mean the Work provided by Supplier /Supplier necessary for the supply on the Work Site / Work Location or base in accordance with the scope of the supply.
- 3.1.52 "Work Site / Work Location" shall mean the lands and waters and other places on, under, and any other lands, waters or places approved by the Company for the purposes of the CONTRACT together with any other places designated forming part of the Site.
- 3.2 DELIVERY SCHEDULE**
- 3.2.1 Delivery Period  
Time is essence of the Contract. The supplier will supply the material as per schedule and date of delivery mentioned in the CONTRACT as per rate, terms and conditions in the CONTRACT.
- 3.2.2 Supply Programme  
Supplier to comply with supply program (Single supply or staggered supply, as specified in CONTRACT) as specified in Bill of Quantity /Price schedule Supplier shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's supply program.
- 3.3 DELIVERY INSTRUCTION**
- 3.3.1 Supplier shall deliver the Goods strictly as described and set forth in the CONTRACT(s) issued by COMPANY as per delivery schedule.
- 3.3.2 Without prejudice to Supplier's obligation to deliver the Goods on the due Delivery Date, Supplier shall give COMPANY immediate notice in writing if any delay is foreseen, stating the reason and extent of such delay.
- 3.3.3 Unless otherwise specified, all Goods supplied shall be suitably and carefully packed and protected during transit but without limitation, against damage by moisture, erosion and corrosion. All bright and machined parts shall be coated with a good rust inhibitor. Supplier and his Suppliers shall observe all special instructions regarding packaging as may be given in the Purchase Order or CONTRACT issued thereto.
- 3.3.4 Unless otherwise specified in CONTRACT(s), Supplier shall observe the as specified at Section-10 "Packing, Marking, Documentation And Delivery Instructions".
- 3.3.5 Mode of delivery**  
The mode of delivery shall be Air /marine /Rail/Road as specified in the CONTRACT.
- 3.4 INSPECTION & TESTING**  
The inspection and / Testing of materials shall be carried out by Company /Third Party/ Supplier as specified in the CONTRACT and as per details at Section-9.
- 3.5 PLACE OF DELIVERY**  
The Place of Delivery shall be Bhaskar Field, Gujarat or as specified in the LOI / Purchase Order / LOA..
- 3.6 PERFORMANCE OF THE WORK/SERVICES/SUPPLIES**
- 3.6.1 Conduct  
The Services shall be performed by the supplier accordance with Best international petroleum industry practices. The Supplier shall be responsible for all interface issues, as required as per scope of supplies.

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

3.6.3 Discipline

3.6.3.1 Supplier shall maintain at all times strict discipline and good order among its employees and sub-Supplier s and shall abide by and conform to all reasonable rules and regulations promulgated by Company governing the scope of supplies.

3.6.3.2 Supplier shall ensure that its employees and sub-Supplier s are qualified, experienced & trained and shall, comply with all Conditions set forth in scope of supplies. Supplier agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of supplies shall constitute grounds for termination of this CONTRACT.

3.6.3.3 Company has the right to ask Supplier to change / replace its personnel for misbehaving / indiscipline during currency of CONTRACT. Supplier will replace person, within 5 working days without affecting the supply schedule.

3.6.4 Legal Requirements

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

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

**3.7 TERMINATION /CANCELLATION OF CONTRACT / PURCHASE ORDER**

3.7.1 Unless otherwise provided, the CONTRACT shall terminate upon due date of delivery. The Supplier shall be paid for the supplies which were successfully completed and accepted by Company Representative along with demobilization charges, if any.

**A. Termination for Non- supply as per Supply Programme:**

If the Supplier fails to timely supply the Materials acceptable to Company in accordance with the terms of the CONTRACT, it would amount to material breach and in such event, the Company shall have right to terminate the CONTRACT immediately upon expiry of delivery period as specified in CONTRACT, unless otherwise provided or agreed by the Company.

**Consequences of Termination:**

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

**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 Supplier of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Supplier, 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 Supplier:

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to supply goods or /and services to accomplish the supplies accordance with the Supply Programme and the CONTRACT; or
- c) Fails to make prompt payment to Sub-Suppliers / vendors for 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 the supplies.

**Consequences of Termination:**

Upon termination of CONTRACT by Company under this sub-clause B, the Supplier shall be entitled to payment for the supplies successfully completed and accepted by the Company Representative till the date of Termination. Further, the Company shall be entitled, at its discretion, to take possession of the Work and finish the remaining Work on goods ordered, at the risk and cost of the supplier by whatever method Company deems just and expedient. Unless otherwise provided in the CONTRACT, the supplier shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, to get the supply executed, on account of such breach by the Supplier.

**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 supplier.

**Consequences of Termination:**

Upon termination of CONTRACT by Company under this sub-clause, the Supplier shall be entitled to payment for the supplies successfully completed and accepted by the Company Representative till the date of Termination. No Party shall be obligated to pay the other Party for losses (including consequential losses), expenses, damages etc. sustained on account of event of Force Majeure.

**D. Termination for Convenience:**

Company shall have a right to terminate the CONTRACT in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Supplier. Upon any such termination the Supplier 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 Supplier, Company shall pay the Supplier in accordance with Price Schedule mentioned in the CONTRACT for the supplies executed by Supplier till the date of such termination.

**E. Termination for non-performance or non-satisfactory performance:**

The Supplier shall execute the supplies in accordance with GIPIP and the terms and conditions of the CONTRACT. If the Supplier does not execute the supplies or any part thereof or its performance is non-satisfactory, then Company shall issue a notice ("Remedy Notice") to the Supplier to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Supplier shall remedy such default within Seven (7) days. The Company may ask the Supplier to re-perform any of such supplies, at sole risk and cost of Supplier. In the event, the Supplier fails to remedy such default within the specified period or the performance of the Supplier 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 supplier 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 Supplier by whatever method Company deems just and expedient. Unless otherwise provided in the CONTRACT, the Supplier shall compensate the Company for all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Supplier.

- 3.7.2 Upon receipt of Notice of Termination, the Supplier 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 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.



### 3.7.3 **Payment upon Termination to be confirmed:**

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

### 3.8 **HEALTH, SAFETY & ENVIRONMENT**

During bid evaluation stage, Supplier may also be evaluated on HSE. HSE evaluation shall be based on Supplier's response to the bid. Company may also conduct pre-order HSE audit of Supplier to assess their HSE capability.

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

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

Contractor to provide Health, Safety & Welfare Policy Manual which should be aligned with Company's HSE Policy. Contractor shall perform all the work complying to HSE standards as applicable to Oil & Gas fields.

### 3.9 **SETTLEMENT OF DISPUTE/ ARBITRATION**

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

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

3.9.3 It is also a term of the CONTRACT that the Supplier shall not stop the supplies under this CONTRACT and the supplies shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the supplies, at all times, Supplier shall proceed with the supplies in accordance with the determinations, instructions and clarifications of Company in

accordance with the terms and conditions of this CONTRACT. If the Supplier fails to proceed with the supplies, Supplier shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Supplier is proceeding with the supplies, Supplier shall be paid the undisputed portion of his claims which are due under the CONTRACT.

- 3.9.4 The right to arbitrate disputes and claims under this CONTRACT shall survive the termination or invalidity of this CONTRACT or any term hereof.
- 3.9.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

### **3.10 ENTIRE AGREEMENT/ WAIVERS**

- 3.10.1 This CONTRACT sets forth the entire agreement between Company and Supplier which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of the CONTRACT (whether written or oral) of the parties made prior to the date of this CONTRACT shall apply except where Company and Supplier have expressly varied the same in writing under the terms of this CONTRACT.
- 3.10.2 None of the provisions of this CONTRACT shall be considered waived by Company unless Company gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this CONTRACT unless expressly set forth in such waiver.
- 3.10.3 None of the following shall release Supplier from any of the warranties or obligations of this CONTRACT or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the CONTRACT:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this CONTRACT,
  - ii) Failure or delay to exercise any rights or remedies provided herein or by law,
  - iii) Failure to properly notify Supplier in the event of breach, except for any breach which according to provisions of CONTRACT has to be notified,
  - iv) Acceptance of or payment for any Service or review of any design, or
  - v) Warranty on the Equipment if sold to Company by the Supplier will continue up to the expiry of the warranty period even if the CONTRACT is expired or terminated.

### **3.11 LIQUIDATED DAMAGES**

#### **3.11.1 Liquidated damage**

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

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

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

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

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

3.11.3 Where Company is required to wait for any reason for a Supplier's Equipment and/or personnel which is not made available on the site as per the schedule, in addition to liquidated damages payable by the Supplier.

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

### **3.12 NOTICES**

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

### **3.13 APPLICABLE LAW**

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

### **3.14 ACTS AND REGULATIONS, GUIDELINES**

The Mines Act, 1952, along with The Oil Mines Regulations, 1984 and all their amendments issued including requirements of Good International Petroleum Industry Practice (GIPIP) for all Supplies & Services are to be followed till completion of installation & commissioning.

### **3.15 CONFIDENTIALITY**

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

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

3.15.2 The Supplier shall hold the information confidential and shall not divulge or disclose the information or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then



damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

### **3.16 ASSIGNMENT**

- 3.16.1 Supplier shall not assign or transfer the Contract, or any CONTRACT issued thereto nor any obligation or interest therein to any third party without the written consent of Company.
- 3.16.2 Company shall have the right to assign the Contract, or any CONTRACT issued thereto to any third Party after notifying Seller.

### **3.17 INVOICING AND PAYMENT**

- 3.17.1 Invoices shall be itemized with a full break-up of the Supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Supplier to show the basis for Supplier's application of the CONTRACT payments and the resultant value of the invoice.
- 3.17.2 Supplier shall invoice to Company for payments hereunder on Completion of Supplies. Unless and otherwise mentioned anywhere else in this CONTRACT, Company shall make payment, of the correct/ undisputed/Certified invoice supported with job sheet / field ticket/ any other relevant document, which is jointly signed by Company representative along with the Supplier representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed CONTRACT period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and Buying rate prevailing one day prior to the date of release of payment.

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

- 3.17.3 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Company to question the propriety of any such charge at any time thereafter. A written response to Company's claim for omission corrections or errors in charges and credits for Company's account shall be made by Supplier as soon as practicable and in no event later than sixty (60) days from the date of such claims.
- 3.17.4 Supplier shall support all invoices with any data and/or information reasonably requested by Company. Supplier agrees to retain all applicable documentation and records for a period of not less than Four (4) years from the end of the calendar year in which this CONTRACT terminates. Company or any party nominated by Company shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Company's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Company shall have the right to reproduce any such documents which have been inspected.

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

Head – Commercial & SCM  
Sun Petrochemicals Private Limited  
8<sup>th</sup> Floor, ATL Corporate Park, Opp L&T Gate no. 07,  
Saki Vihar Road, Powai, Mumbai - 400072  
Maharashtra, India.

- 3.17.5 All payments to the Supplier under this CONTRACT shall be made in the currency quoted by them or Indian Rupees to the Indian Bidders or United States Dollars to the Foreign Bidders. The currency of price schedule shall not be allowed to be changed during the term of the CONTRACT.
- 3.17.6 The Supplier shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said supplies. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.
- 3.17.7 **Audit**  
The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Supplier 's and its sub-Supplier s' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Supplier ) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, CONTRACTs, representations before statutory authorities, tribunals, courts and any other records. The Supplier will preserve and will cause its sub-Suppliers and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this CONTRACT terminates and will, upon written request, make them available to Company and its representatives. The Supplier shall provide photocopies of any documents within a reasonable period whenever demanded by the Company; Audits referred in this Clause will be made during Supplier's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Supplier of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Supplier 's Personnel to the extent it deems necessary, and Supplier and its sub-Supplier s shall make such personnel available at their assigned locations if still under employment with Supplier or its sub-Suppliers.

### **3.18 TAXES AND DUTIES**

#### **3.18.1 Taxes:**

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

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

#### **3.18.2 Personnel Taxes:**

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

such personnel taxes, Company shall have the right to recover all such amounts from Supplier.

**3.18.3 Custom Duty, Entry taxes, etc.:**

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

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

**3.18.5 Change in Law**

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

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

**3.19 INSURANCE**

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

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

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

3.19.3 The Supplier shall be responsible for and shall save, indemnify, defend, and hold harmless Company, Joint Venture partners of Company, the Government of India, their respective officers, director's employees, agents, and other persons with whom Company may be

associated (the Company) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the Supplier whether owned, hired, leased, or otherwise provided by the Supplier arising from or relating to the performance of the CONTRACT,
- b. personal injury including death or disease to any person employed by the Supplier arising from or relating to the performance of the CONTRACT.

3.19.4 Prior to commencement of services/delivery hereunder or within 7 days of signing of CONTRACT, whichever is later, Supplier shall deliver to Company the following certificate(s):

- a. evidencing the issuance of insurance containing the coverage required herein and,
- b. Providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of Supplier's obligation to provide the required coverage.

3.19.5 **General Conditions For Insurance:**

- a. Supplier hereby waives its right of subrogation against the additional insured and shall cause its insurers to waive their rights of subrogation against the additional insured.
- b. No form of Supplier liability self-insurance, including but not limited to insuring with a parent, subsidiary, or affiliate organisation, is acceptable or allowable under the terms of this CONTRACT, unless agreed to by Company prior to commencement of services hereunder.
- c. Supplier assumes full responsibility for the insurance or self-insurance over his personnel, assets, machinery and equipment, including third party to be used in the performance of this CONTRACT. Therefore, except as otherwise provided herein, any damage or injury suffered due to a total or partial loss to such assets, machinery and equipment will be at Supplier's expense. Supplier must insure for full replacement value of any and all equipment used in performing the Work.
- d. All exclusions and indemnities given under this CONTRACT shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under CONTRACT or otherwise at law.

### **3.20 WARRANTY & SUPPLIER'S OBLIGATION**

3.20.1 Supplier warrants that the Good will:

3.20.1.1 Conform to the specifications set forth in Contract.

3.20.1.2 Be free from all liens, claims, and encumbrances.

3.20.1.3 Be free from failures or defects which may arise from defective design, materials, or workmanship, or from any act or omission of Supplier and/or its Suppliers.

3.20.2 The warranty shall be valid for a period of 12 months after the Goods have been put into commercial operation, or 18 months after delivery of Goods, whichever occurs earlier.

3.20.3 The warranty period of the Goods shall be extended by any period(s) during which the Goods have been out of operation as a result of a defect covered by this warranty. New warranty periods equal to those specified in the preceding sub-clause shall apply to replaced Goods or parts thereof.

3.20.4 Company shall notify Supplier, as soon as possible, of any defect that have appeared in the Goods during the warranty period and shall give Supplier reasonable opportunity to inspect and remedy such defects. Company may direct Supplier to correct the design and repair or replace the defective Goods or components thereof, or if Supplier fails to promptly remedy the defects, Company itself may correct the design and repair or replace such

Goods or components thereof. Correction of the design and repair or replacement by Supplier shall be without charge to Company. Further, Supplier shall reimburse Company for expenses which the latter may have incurred to correct the design or repair or replace such Goods or components thereof. In addition to the above remedies, Company shall have available to it all other remedies provided by law.

- 3.20.5 Freight and handling cost of returned Goods are for the account of Seller. Mode of transport shall be agreed between Supplier and Company. Supplier shall deliver replacement or repaired Goods on the same delivery terms applicable to the CONTRACT(s).
- 3.20.6 Supplier's liabilities in case of defects covered by the warranty shall be limited to the obligations referred to in this clause.
- 3.20.7 Should Supplier fail to comply with its warranties or undertakings set forth in this Contract or should the Goods or any part thereof prove to be defective, deficient or otherwise inadequate and/or fail to meet the warranties as evidenced by proper tests made in accordance with the provisions of this Contract and with the established procedures, Supplier shall, at its own cost and expense, promptly make all necessary corrections and changes to the Goods to meet the said warranties and undertakings.

Supplier shall bear all costs and expenses of re-performance as aforesaid, including but not limited to:

- 3.20.7.1 Engineering;
- 3.20.7.2 Procuring, testing, inspecting, insuring, freighting and shipping of repaired or replacement Goods, or parts thereof, to the site;
- 3.20.7.3 Dismantling the affected Goods and reinstalling repaired or replacement Goods and/or parts thereof;
- 3.20.7.4 Testing or re-testing the whole or any part of the installations so affected. If Supplier fails to meet its warranty obligations or to perform work to rectify or remedy any defects or deficiencies in the Goods within a reasonable period of time after receipt of written notice from Company to do so, Company may perform work, replace or rectify Goods and/or parts thereof, or remedy the defects, or deficiencies or procure services of others to do so, Supplier shall bear all reasonable and documented costs incurred as a result thereof, and Company shall be entitled to deduct the whole or any cost so incurred from any monies due to Seller.

### **3.21 FORCE MAJEURE**

- 3.21.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Supplier's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Supplier or its sub-Suppliers), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:
- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 3.21.1.2 Late performance by Supplier and/or a sub-Supplier caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 3.21.1.3 Mechanical breakdown of any item of Supplier's or its Sub-Supplier's equipment, plant or machinery; or



- 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.21.1.5 Non-conformance by Sub-Suppliers;
- 3.21.1.6 Financial distress of Supplier or any Sub-Supplier;
- 3.21.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Rig or any rig equipment(s) or on account of any reason within the control of the Supplier.

Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Supplier between the commencement of Force Majeure and commencement of Normal operations by the affected party.

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

### **3.22 PATENTS, COPYRIGHTS AND TRADEMARKS**

Supplier shall indemnify, defend and hold harmless COMPANY from any and all loss, liability, or expense by reason of any claim, demand or legal action based on actual or alleged infringement of any patent, copyright, software or trademark, resulting or arising in connection with the manufacture, sale, use or other disposition of the Goods.

### **3.23 LIENS**

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

### **3.24 INDEMNITY AND LIABILITIES**

#### **3.24.1 Indemnity by Contractor:**

Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location and shall indemnify and keep the Company Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work under the Contract or performance of obligations by the Contractor thereunder including but not limited to:

- a) personal injury, illness or death of:
  - i) any of Contractor's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

- b) loss or damage to:
- i) any property owned, hired or supplied by Contractor Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

**3.24.2 Indemnity by Company:**

Company shall indemnify and keep the Contractor Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, and fines arising from:

- i) personal injury, illness or death of any Company Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).
- ii) Any loss or damage to any property owned, hired or supplied by Company Group (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).

**3.24.3 Third Parties:**

A. Contractor shall defend, indemnify and hold Company Group harmless from and against any and all claims in respect of:

- i. the personal injury, illness or death of a Third Party; and/or
- ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Contractor Group.

B. Company shall defend, indemnify and hold Contractor Group harmless from and against any and all claims in respect of:

- i. the personal injury, illness or death of a Third Party; and/or
- ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Company Group.

“Third Party” shall mean a person/entity which is not included in Company Group or Contractor Group.”

**3.24.4. Supplier's Material, Equipment, Services and Property**

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

**3.24.5 Deleted**

**3.24.6 Limitation of Liability**

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

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

### **3.24.7 Consequential Damage**

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

### **3.24.8 Certain Restrictions on Indemnities:**

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

### **3.25 PERFORMANCE BANK GUARANTEE**

- 3.25.1 Within twenty one (21) days of the issue of Letter of Intent/ award, the Supplier shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to **Annexure #8**) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of **Annexure #8** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award/ CONTRACT.
- 3.25.2 The Performance Bank Guarantee shall be of **10% of estimated Contract / PO** value and shall be valid and be retained for Ninety (90) Days after the completion/warranty period under the Contract / PO except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Supplier does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.
- 3.25.3 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 Supplier is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Supplier by virtue of this CONTRACT and are not intended to be used as a penalty. Without prejudice to its other rights under the CONTRACT or at law, Company shall be entitled to forfeit the performance bond, should the Supplier fail to perform the Services in accordance with the provisions of the CONTRACT or fail to comply with the provisions of this CONTRACT. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance, and completion of the Scope of Work under the conditions of the Contract / PO including recovery of amounts due to the Company from the Supplier arising out of this CONTRACT under whatever head.
- 3.25.4 Company reserve the right to invoke the performance bank guarantee for any of the following reasons including but without limitation to:
- Failure of Supplier to start/commence the work as per LOA/LOI/CONTRACT
  - If Supplier fails to perform as per the terms and conditions of the CONTRACT.
  - If Supplier fails to perform as per prescribed scope of work.
  - If Supplier fails to work in work man like manner.
  - If tools, machines, parts for the providing services are not fit for the performance of work.
  - For breach of CONTRACT.
- 3.25.5 SunPetro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the **Annexure #9**.

### **3.26 SEVERABILITY**

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



### **3.27 NON-EXCLUSIVE CONTRACT**

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

### **3.28 EXPORT CONTROLS**

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

### **3.29 SPECIAL CONDITION OF THE PO / Contract**

The installation & commissioning job is to be performed in oil & gas installation, therefore, contractor to ensure all safety precautions as per Oil Mines Regulation Act but not limited to followings:

- i. Contractor to perform the work under valid work Permit only.
- ii. All material supplied & used at site shall have valid Material Test Certificates from accredited lab/ Test agency / TPI.
- iii. Contractor shall deploy persons who are medically fit & furnish physical Fitness certificate from authorized Medical practitioner.
- iv. Contractor to ensure use of proper PPE, HC detector etc. as per requirement of work.
- v. Vessel Entry Permits to be taken before entering into any Vessel.
- vi. Contractor to ensure Oxy Acetylene Cylinder Test Certificate, Hose & Gas cutter Test certificates etc. for undertaking fabrication of work.
- vii. Contractor to ensure Welding Generator Electrical Test Certificates, Cables Test Certificate are available before undertaking work.
- viii. All material handling equipment shall have valid load test certificates.
- ix. Contractor to ensure transfer of Hazardous Waste / Waste generated during work to earmarked storage place for further disposal by self.
- x. Contractor to ensure Earth moving / lifting Equipment etc. are deployed have valid certification.
- xi. Bidder shall provide adequate First Aid Kit at site. At least one personnel in Contractor's team shall have proper First Aid Training. Certification for the same shall be provided.
- xii. Contractor shall have tie up with nearby hospitals in case medical evacuation is required.
- xiii. The Contractor is responsible for implementing any regulations concerning the scope of work which are mandatory by Government of Gujarat and other statutory agencies.
- xiv. Contractor to note that the work may be carried out simultaneously along with the testing operations on the well & treatment of the reservoir etc. Hence, contractor shall exercise utmost care while executing the activities which are being done simultaneously along with other operations.

Damage of equipment, if any, during supply, mobilization, installation, commissioning & demobilization shall be on account of Supplier.

#### **3.29.1 Payment Schedule**

- 10% Advance along with PO after receipt of PBG.
- 5% against approval of drawings.
- 35% against pre-dispatch inspection of units at Vendor's Workshop prior to dispatch along with 100% GST and Transportation charges
- Balance 40% immediately within 7 to 10 days after dispatch of units
- Balance 10% amount on completion of Installation

## **SECTION-4**

### **SCOPE OF SUPPLY (SOS)**

## Scope of Supply (SOS)

### 1. Introduction

#### 1.1 Background:

Bhaskar Oil field located in Cambay basin in Gujarat is being developed & operated by Sun Petrochemicals Private Limited (SunPetro). In addition to this, the company is already operating other oil & Gas fields in the state of Gujarat, namely, Hazira, Baola and Modhera.

The company is also expected to acquire some other Onshore and Offshore oil & gas fields in Gujarat.

For Exploration/development and operation of these fields, the company requires Porta cabins for various requirements in Bhaskar field. The Porta cabins will be of different dimensions as mentioned in BOQ and will be installed at various locations as per requirements of SunPetro.

#### 2.0 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 / Weather proof Main Entry Doors with approved brand fixtures shall be provided.
- f) Split air conditioners of approved make (capacity- Min.1TR per 100sft area)
- g) All Furniture items as per approved drawing in accommodation, dining and other porta cabins
- h) Special PVC floor in Gym, 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.
- k) Daily progress / Status reporting in SunPetro preapproved format.

The works will be carried out at various locations in Bhaskar field, Gujarat.

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.

## **SECTION-5**

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

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

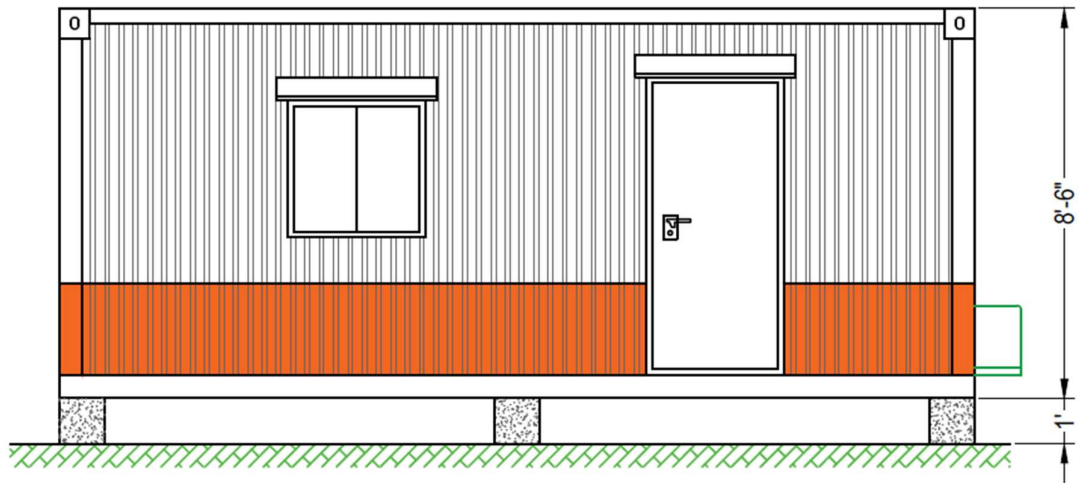
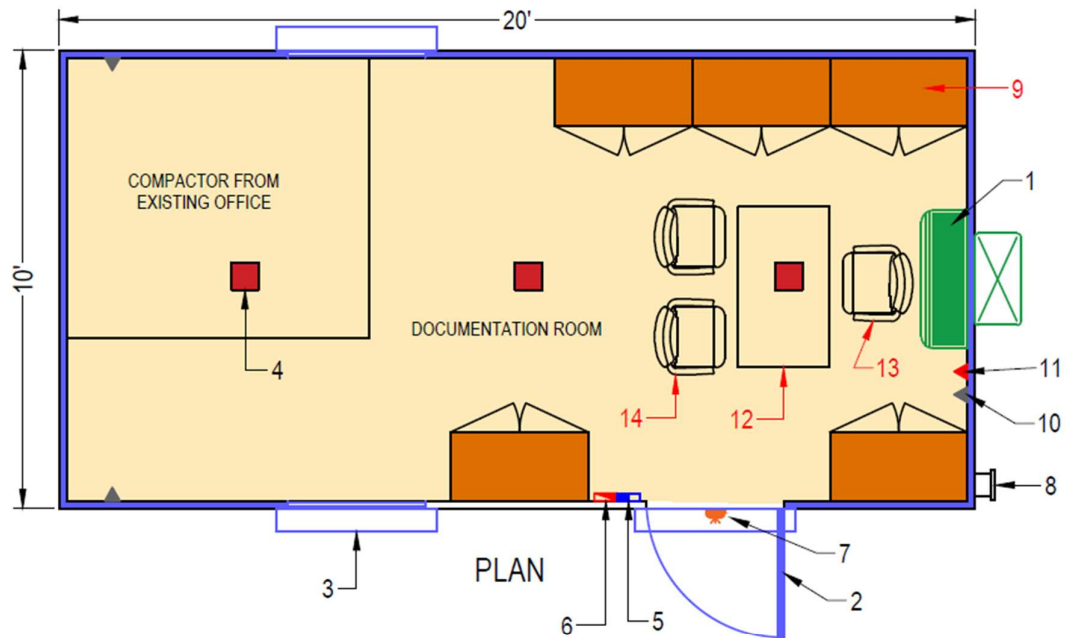
S. No.	Parts /Subassembly	Description
1	Shell	The shell fabricated from tested quality steel duly welded, comprising of base frame, peripheral structure, self-draining roof, entry door and windows. The four corner column will be sufficiently strengthened to facilitate transportation, lifting and placing.
2	Base Frame	The base frame would be made of pressed mild steel channel section / rolled section. The main structural element will be ISMC 100mm x 50mm and cross members should be of 'C' channels section of same ISMC 100 mmx 50mm. .
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 resistant. 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	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 M.S sheet, adequate roof bows are to be provided. Roof will be adequately cambered from draining of rain water. 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 out of 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 with that of the bunk house interior. The door will be provided with locking arrangement with separate handles on both sides of the door as required.
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 60mm 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.
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 team. 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 drawing.
15	Details of Electrical Features	As shown in the 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's, 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 he will be paid as per actual landed price plus 5% 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.

**Drawing for documentation porta cabin**



## **SECTION-6**

# **BID EVALUATION CRITERIA**



## **6.0 TECHNICAL EVALUATION CRITERIA**

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

- 6.01. The Bidder should confirm acceptance of complete scope of work.
- 6.02. 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:
- 6.02. (a) Bidder should be in the business of manufacturing porta cabins for a min. period of 3 years
- 6.02.(b) Bidder should have experience of manufacturing, supplying and erection of at least 30 porta cabins during last 3 years.
- 6.03. Bidder shall provide the list, with backup documents (Work orders, Completion certificates etc), complying the above requirement.
- 6.04 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.)

## **6.1. COMMERCIAL EVALUATION CRITERIA**

Proof of the issue of Tender Document must be sent along with “Technical & Un –Priced Commercial Bid”.

- 6.1.1. Submission of Bid

Bids are submitted as per instruction provided in Notice Inviting Tenders.
- 6.1.2 Acceptance of Terms & conditions

The bidder must confirm unconditional acceptance of Terms & condition of Contract as per Section-3, Price Schedule format as per Section-8 and Instruction to bidder as per Section-2.
- 6.1.3 Offer of following type shall be liable to be rejected:
  - (a) Fax / e-mail / Xerox/photo/scanned copy offers.
  - (b) Offer made by Agent /retainer/consultant / Representatives /Associates of the foreign principal.
  - (c) Offer do not conform to validity period as per ITB.
  - (d) Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB.
  - (e) Offer without valid GST registration.
  - (f) Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST/IGST credit which is payable against the supply and services (if awarded) along with documentary evidence of payment of GST/IGST
  - (g) Offer where prices are not firm during entire duration of the contract and /or with qualifications.
  - (h) Offer not duly signed by authorized signatory.
  - (i) Bidders not meeting Mobilization, Delivery schedule, completion period.

Note: Bidder shall confirm that the quoted price include all taxes, levies, royalties and duties applicable including corporate tax / income tax etc. as indicated but excluding GST which will be payable separately as per the applicable rate fixed by GOI.

## **6.2 FINANCIAL CRITERIA**

- 6.2.1. The bidder should have an average yearly turnover of minimum Rs.1.00 crores during last three years

6.2.2 Net worth of the bidder should be positive.

6.2.3 Bidder to submit audited financial statement for relevant years.

6.3 **DISCOUNT**

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

6.4. **GENERAL**

**Bidders to note the following:**

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

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

6.4.3 Inspection will be carried out by Company 's officers / representative / Third party at the discretion of **Company**.

## **SECTION-7**

# **RESPOSIBILLITY MATRIX**

## RESPOSIBILLITY MATRIX

Broad Scope of work	Description	Responsibility Matrix	
		Sun Petro	Bidder
Design, manufacturing, Supply & Installation/commissioning of Porta Cabins with all furniture/fittings/fixtures at Bhaskar (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 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 statutory 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-8**

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

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

Bidder shall quote as per the following format.

Sr. No.	Description	Qty.	Unit Price (INR)	Total Amt (INR)
1	Operator cabins for Water Injection Plant & F1 well site Size:- 10'x10'x8'6"	02		
2	Security cabins for Warehouse, Intake well & Base camp Size:- 5'x8'x8'6"	03		
3	Single bed Accommodation porta cabins with attached toilets (20'x10'x8'6")	08		
4	Double bed Accommodation porta cabins with attached toilets (20'x10'x8'6")	09		
5	Project Office for Jetty & concrete platform construction Size:- 20'x10'	01		
6	Toilet facility Size:- 5'x8'x8'6"	03		
7	Operator cabin Cum emergency accommodation at Concrete platform Size:- 10'x10'	01		
8	Accommodation for 12 persons Size:- 10'x10'x8'6"	03		
9	Toilet facility Size:- 8'x8'x8'6"	01		
10	Kitchen cum Dining with storage Size:- 40'x16'x8'6"			
11	Project office with meeting room Size:- 40'x20'x8'6"	01		
12	Unisex Toilet for visiting ladies /dignitaries Size:- 5'x8'x8'6"	01		
13	Documents room as shown in the attached drawing excluding furniture shown in the drawing (20'x10'x8'6")	01		
14	Transportation charges	L.S.		
15	Installation charges	L.S.		
	<b>Grand Total</b>			

**Note:**

1. GST extra.
2. Prices are inclusive of all taxes and duties including delivery upto SunPetro's site at Bhaskar Field, Gujarat, except GST/IGST which will be paid extra as applicable.
3. No additional charges towards freight / transportation / insurance etc. shall be payable
4. The above rates are inclusive of all charges including transportation cost till our specified site location at Bhaskar Field, Gujarat.
5. Quality of shipper should be good & it should contain all the details, name of the product, code no etc.
6. All packages must bear labels mentioning name of product, name of manufacturer, date of manufacturing, batch no, tare weight, gross weight, and net weight of material.
7. The above items are tentative. Final quantity & optional items shall be as per drawing approval by SunPetro. Payment shall be made against only approved items.
8. Wall Tiles of approved design/make shall be provided in Kitchen, Toilet and Shower area and the quoted price will be inclusive of this..

**9. Warranty period**

The units are guaranteed for a period of one year from the date of receipt of material at SunPetro site against faulty workmanship or manufacturing defects only. However, this warranty does not hold good in case of damages that may occur due to mishandling or rough use at site. Vendor's / Manufacturers warranties for the Bought-out items are passed on as such to SunPetro.

**Exclusion:**

- a. External electrical and Plumbing connections.
- b. Craneage for Unloading and Installation will be arranged by SunPetro at site.

## **SECTION-9**

### **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.
- 1.3 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).
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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

- 1.1 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.
- 1.2 Supplier shall provide at its expense:
  - 1.2.1 All facilities required by the Contract and PO(s) issued thereto for the Inspector to inspect the Goods.
  - 1.2.2 Any required certificates including test and material certificates.



- 1.3 In the event of inspection requirement by COMPANY or its authorized representative(s), Supplier shall advise 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.
- 1.4 Goods inspection shall be handled as follows:
  - 1.4.1 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.
  - 1.4.2 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.
  - 1.4.3 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-10**

### **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 or 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 -11**

## **PERFORMANCE MEASUREMENT**

## PERFORMANCE MEASUREMENT

- 11.1** 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 (%)				

### 11.2 Incentives

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

- a. If the performance is  $\geq$  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.

### 11.3 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  $\geq$  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-12**

### **ANNEXURES**

#### **List of ANEEXURES**

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

**ANNEXURE – 1**

**BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER DOCUMENT**

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

**BID** \_\_\_\_\_ **NOT**  
**BID** \_\_\_\_\_

Reason for no Bid  
(optional): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For  
Name of Company : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

Transmittal via facsimile:  
ATTENTION  
Head – Commercial &SCM  
Sun Petrochemicals Private Limited  
8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07,  
Saki Vihar Road, Powai, Mumbai - 400072  
Email: [nihit.jain@sunpetro.com](mailto:nihit.jain@sunpetro.com)

## ANNEXURE – 2

### BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai - 400072, India. (hereinafter referred to as “Company”).

#### **WHEREAS:**

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

NOW, THEREFORE,

- (1) In response to the request made by the Tenderer, we (Name of Banker/Insurer : ) \_\_\_\_\_ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees \_\_\_\_\_/- (INR \_\_\_\_\_ for Indian Bidders) and US \$ \_\_\_\_\_ United States Dollars \_\_\_\_\_ only – for Foreign Bidders) in favor of Company , if Tenderer fails to perform its obligations as set forth below:
  - (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
  - (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
    - (a) Fails or refuses to execute the agreed Contract, if required; or
    - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
    - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
    - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

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



or the Tenderer.

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

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

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal: \_\_\_\_\_  
Address : \_\_\_\_\_

**NOTE:**

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

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

**2. Conditions for Invoking of Bid Bond Guarantee**

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

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the CONTRACT.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 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 portion of the Tender is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included. Please indicate Yes / No or Acceptable / Not Acceptable, whichever is not applicable.

##### **TECHNICAL**

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

##### **COMMERCIAL**

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

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

**ANNEXURE – 4**

**EXCEPTION/DEVIATION/CONDITIONS PROFORMA**

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

Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

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

**DO NOT OPEN - THIS IS A TENDER QUOTATION**

**(TECHNICAL UN-PRICED OFFER)**

**Client : SUN PETROCHEMICALS PRIVATE LIMITED**

**Tender No. :** \_\_\_\_\_

**Project Name :** \_\_\_\_\_

**On CALL OUT BASIS**

**Bid Due Date :** \_\_\_\_\_

**From:**

**To:**

<b>(Bidder's Details)</b>	<b>Head- Commercial &amp;SCM SUN PETROCHEMICALS PRIVATE LIMITED</b> 8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai - 400072 Kind Attn: Mr Nihit Jain
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**(To be pasted on the outer envelope containing UNPRICED OFFER)**

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**ANNEXURE -6**

**CUT-OUT SLIPS FOR PRICED OFFER**

**DO NOT OPEN - THIS IS A TENDER QUOTATION**

**(PRICED OFFER)**

**Client** : Sun Petrochemicals Private Limited

**Tender No.** : \_\_\_\_\_

**Project Name** :  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Due Date** :  
\_\_\_\_\_  
**From:** \_\_\_\_\_ **To:** \_\_\_\_\_  
\_\_\_\_\_

<b>(Bidder's Details)</b>	<b>Head- Commercial &amp;SCM</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai - 400072. Kind Attn: Mr Nihit Jain
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**(To be pasted on the envelope containing PRICED OFFER)**

**ANNEXURE -7**

**CUT-OUT SLIPS FOR OUTER ENVELOPE**

**DO NOT OPEN - THIS IS A TENDER QUOTATION**

**(OUTER ENVELOPE CONTAINING TECHNICAL UN-PRICED OFFER + PRICED OFFER)**

**Client : SUN PETROCHEMICALS PRIVATE LIMITED**

**Tender No. :**

\_\_\_\_\_

**Project Name :**

\_\_\_\_\_

\_\_\_\_\_

**On CALL OUT BASIS**

**Bid Due Date :** \_\_\_\_\_

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_

<b>Bidder's Details)</b>	<b>Head- Commercial &amp; SCM</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8 <sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai - 400072. Phone No: +91-22-66455900/ 66455703 Kind Attn: Mr Nihit Jain
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**(To be pasted on the outer envelope containing PRICED & UNPRICED OFFER)**

**ANNEXURE –8**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

**TO: Sun Petrochemicals Private Limited** , a Company incorporated under Company's Law 1956 and having its office at 8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 07, Saki Vihar Road, Powai, Mumbai – 400072, India. (hereinafter referred to as "**Company**").

**WHEREAS:**

- (1) By an Contract / LOA / Purchase Order (PO) for----- (here in after referred to as the "**Contract / LOA / PO**") between \_\_\_\_\_ hereinafter referred to as the ("**Supplier / Contractor**") of the one part and Company of the other part, the Supplier agrees to perform the Work in accordance with the CONTRACT.
- (2) In response to the request made by Supplier / Contractor, we (Name of Banker:) \_\_\_\_\_(hereinafter referred to as the "**Guarantor**") hereby irrevocably and unconditionally guarantee in favour of Company , the payment of amounts (without any withholding, deduction or set off) upto. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) being 10% **of the estimated / Annualized Contract Value**, as guarantee for the obligations of the Supplier / Contractor to perform the Work in accordance with the PO / Contract / LOA. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Supplier / Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, Purchase Order (PO) / Contract / LOA made between the Supplier / Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Supplier / Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Supplier / Contractor.
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the PO / Contract / LOA.  
We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Supplier / Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

**IN WITNESS** where of this Guarantee has been duly executed by GUARANTOR the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ or and on behalf of (\_\_\_\_\_).

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal : \_\_\_\_\_  
Address : \_\_\_\_\_



## **ANNEXURE -9**

### **LIST OF APPROVED BANKS**

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

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

## **ANNEXURE - 10**

### **CUSTOMS NOTIFICATION**

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

**ANNEXURE - 11**

**CHECK LIST OF CONTRACT**

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

**Commercial / Financial**

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

**ANNEXURE-12**

**PROVISIONAL ACCEPTANCE CERTIFICATE**

CONTRACT /PURCHASE ORDER (PO) 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

**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.

**ANNEXURE-13**

**FINAL ACCEPTANCE CERTIFICATE**

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

Date: .....

**DESCRIPTION OF SUPPLIES**

.....

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

For and on behalf of: \_\_\_\_\_

(COMPANY )

Name

Designation

Signature

Date

Date

End of the Tender document