

## **Sun Petrochemicals Private Limited**

### **Commercial & Supply Chain Management**

8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,

Saki Vihar Road, Chandivali, Powai

Andheri (E), Mumbai – 400072, Maharashtra [INDIA]

CIN: U4219GJ1995PTC028519

**Ref. No.: SunPetro/Gujarat/Lab Equipment/2023-24/SPPL-147**

**Date: 07.07.2023**

## **Request for Quotation (RFQ)**

**Sub: Request for Quotation (RFQ) for Rate Contract for Supply of Laboratory Equipment for SunPetro's Oil & Gas Fields in Gujarat.**

**RFQ No.: SunPetro/Gujarat/Lab Equipment/2023-24/SPPL-147**

**Dear Sir /Madam,**

**Sun Petrochemicals Private Limited** (hereinafter referred to as “**SunPetro/Company**”), is pleased to issue this Request for Quotation (RFQ) to invite you to submit your Bid under Single Bid System for the Rate Contract for Supply of Laboratory Equipment for SunPetro's Oil & Gas Fields in Gujarat in accordance with the requirement and terms detailed herewith:

- 1. SCOPE OF SUPPLY**  
As attached at ANNEXURE-A
- 2. PRICE SCHEDULE FORMAT**  
As attached at ANNEXURE-B
- 3. TERMS & CONDITIONS**  
As attached at ANNEXURE-C
- 4. VALIDITY OF BID**  
120 days from due date of RFQ submission
- 5. DELIVERY PERIOD**  
Within 15 days or before upon issuance of Purchase Order
- 6. DUE DATE AND TIME OF SUBMISSION OF OFFER DUE**  
On or before 20<sup>th</sup> July 2023, 1500 hrs IST
- 7. PLACE OF DELIVERY/LOCATION**  
Baola, Modhera, Hazira and Bhaskar field or any other fields in Gujarat
- 8. INSPECTION**  
SunPetro shall reserve the right to inspect the material. Defective items shall be replaced at no cost to SunPetro.
- 9. PAYMENT TERMS**  
Within 30 days after receipt of undisputed invoice along with supporting documents.
- 10. WARRANTY:**  
Bidder shall take responsibility for supply of quality materials as proposed by SunPetro and shall address any issues till commissioning of the item.

**11. Rate Validity / Contract Period**

2 years with provision to extend for 1(one) more year on same rate, terms & conditions at SunPetro discretion.

**12. Handover of Empty Bottle**

All the empty bottles after consumption of materials shall be taken back by supplier at no cost to SunPetro. The responsibility of safe disposal of empty bottles shall be sole responsibility and at risk of supplier. M/s. Sun Petro shall provide all assistance at its site in handing over the empty bottles to supplier.

**13. Pricing Strategy**

Bidder is to quote strictly as per the 'Price Schedule' (Annexure-B) of this RFQ document.

**14. Purchase Strategy**

Single Order or Multiple Order at SunPetro's discretion.

**15. Evaluation Strategy**

Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification and Cost.

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

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

**17. Only bids submitted by bidders who have been issued RFQ by the Company shall be considered whereas unsolicited bid shall not be considered.**

**18. SUBMISSION OF BID**

Bidder is requested to submit their most competitive Bid duly signed by authorized signatory along with technical literature and Prices as per Price schedule format, indicating RFQ No. on a Sealed Cover with following label on the envelope:

To,

**Office of Head- Commercial & Supply Chain Management**  
**Sun Petrochemicals Pvt. Limited (SunPetro)**  
8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,  
Saki Vihar Road, Chandivali, Powai  
Andheri (E), Mumbai – 400072, Maharashtra [INDIA]  
Mob : +91-9727780019

Bidders are requested to email the Technical & Priced Commercial Bid to the below email address: [nihit.jain@sunpetro.com](mailto:nihit.jain@sunpetro.com); [allan.nunes@sunpetro.com](mailto:allan.nunes@sunpetro.com)

**19. Acknowledgement of RFQ**

Bidder(s) receiving this RFQ 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. Further details are available in the RFQ Document for the compliance.

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

**Regards,**

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

## ANNEXURE-A

### SCOPE OF SUPPLY (SOS)

**Specifications & tentative quantity during Contract period for laboratory equipment required for SunPetro's Oil & Gas fields in Gujarat:**

S. No	Item Description	Size	UOM	Est. Qty.
1	Low form glass beaker with spout	1000 ml	Nos	20
2	High form glass beaker with spout	250 ml	Nos	20
3	Beaker Plastic	10 ltr	Nos	3
4	Plastic Beaker	2 Litres	Nos.	3
5	Thermometer with 1 °C division	-10 to 360 °C	Nos	10
6	Thermometer with 1 °C division	-10 to 100 °C	Nos	25
7	Water trapper (with Glass Knob), as per ASTM D4006-22	5 ml	Nos	25
8	Measuring cylinder Plastic	1000 ml	Nos	4
9	Round bottom flask with B24 joint	1000 ml	Nos	15
10	Washing bottle Plastic	250 ml	Nos	25
11	Rubber hose	10 meter	Nos	4
12	Measuring cylinder with ground glass joint and stopper	10 ml	Nos.	20
13	Measuring cylinder with ground glass joint and stopper	25 ml	Nos.	20
14	Measuring cylinder with ground glass joint and stopper	50 ml	Nos.	20
15	Measuring cylinder with ground glass joint and stopper	100 ml	Nos.	20
16	Measuring cylinder	250 ml	Nos	3
17	Measuring cylinder with ground glass joint and stopper	1000 ml	Nos.	20
18	Glass Rod	10"	Nos.	20
19	Xylene, reagent grade	2.5 Ltr	Ltr	4000
20	Acetone, reagent grade	2.5 Ltr	Ltr	1500
21	Manometer	0-100 cm	Nos	6
22	TDS meter (Hand-held)	0-30,000 ppm	Nos	2
23	Centrifuge tube as per ASTM D4007-22	100 ml	Nos.	30
24	Leibig Condenser B-24, 400 mm, as per ASTM D4006-22	-	Nos.	25
25	Drying Tube (Vertical) as per ASTM D4006-22	-	Nos.	25
26	Silica Gel	-	Gms	1500
27	Rubber Tubing extra soft	8 mm	Mtr.	5
28	pH meter (handheld, make DI Lab), pocket size	0.0-14 pH range	no	3
29	Manual table-top centrifuge (4 x 100 ml sample size) with 4 x torpedo tubes	-	Nos.	1
30	Complete Dean & Stark Apparatus (w/o heating mantle)		set	20
31	Measuring cylinder, 1000 mL, plastic	1000 ml	Nos.	4
32	Heating Mantle, 500 ml	500 ml	Nos.	8
33	Heating Mantle, 1000 ml	1000 ml	Nos.	8
34	Pour point apparatus with two positions as per ASTM D5853-17a		Nos.	1

35	ASTM D5853-17a pour point test tube size 100 ml	100 ml	Nos.	20
36	Thermometer as per ASTM D5853-17a		Nos.	20
37	Glass Hydrometer, scale 0.700 - 1.000	0.700 - 1.000 SG	Nos.	3
38	Disposable gloves, latex	50 pairs per box	Nos.	70
39	Sample bottles - 1000 mL, aluminum	1000 ml	Nos.	50
40	Sample bottles - 5 L, aluminum	5L	Nos.	25
41	Water finding paste, 100 gm net	100 gm	Nos.	4
42	Aluminium Bucket (5 ltr)	5 ltr	Nos.	2
43	Aluminium Bucket (10 ltr)	10 ltr	Nos.	2
44	Heating mantle coil for 500 ml heating mantle	As per item description	Nos	10
45	Centrifuge tube as per ASTM D4007-22, __ with calibration certificate	100 ml	Nos.	30
46	Single channel variable volume piston operated micropipette	0.1 - 2 µl	Nos.	5
47	Single channel variable volume piston operated micropipette	2 - 20 µl	Nos.	5
48	Single channel variable volume piston operated micropipette	10 - 100 µl	Nos.	10
49	Single channel variable volume piston operated micropipette	100 - 1000 µl	Nos.	7
50	Single channel variable volume piston operated micropipette	5 - 50 µl	Nos.	10
51	Glass tips	0.1 - 2 µl micro pipette	Nos.	25
52	Glass tips	2 - 20 µl micro pipette	Nos.	25
53	Glass tips	10 - 100 µl micro pipette	Nos.	50
54	Glass tips	100 - 1000 µl micro pipette	Nos.	40
55	Low retention high-density polyethylene tips in micro tip box	5-50 µl micro pipette	Nos.	3000
56	Oil finding paste	100 gm	Nos.	4
57	pH paper	5-8.5 pH	Nos.	4
58	pH paper	2-10 pH	Nos.	4
59	Dissolved oxygen kit, range 1-15 ppm	1-15 ppm	Nos.	4
60	Dissolved oxygen kit, range 0-100 ppb	0-100 ppb	Nos.	4
61	Dissolved oxygen kit, range 100-1000 ppb	100-1000 ppb	Nos.	4
62	Residual chlorine kit, range 0-5 ppm	0-5 ppm	Nos.	4
63	Residual chlorine kit, range 0-1 ppm	0-1 ppm	Nos.	4
64	Calibration pot (1000 ml), end connection ½" NPT, borosilicate glass tube with tie rods	1000 ml	Nos.	5
65	Porcelain evaporating dish of 70 ml to 250 ml capacity. (Weight should not exceed 200 g)	As per item description	Nos.	10
66	Glass fibre filters without organic binder	47 mm diameter	Nos.	1000
67	Membrane filter assembly	47 mm diameter	Nos.	4
68	Planchet (Aluminium/Stainless Steel)	47 mm diameter	Nos.	5
69	Rectangular metal stand-rod set consists of the following materials: (a) Metal retort base having ~ (9-10)" length and 6" width and (b) Metal rod (for retort base) having ~75-90 cm height and ~12 mm diameter	As per item description	Nos.	7

70	Metal retort ring having 4" diameter and Boss head. It must hold rod having diameter. Up to 15 mm.	4" dia.	Nos.	10
71	Regular boss head which can hold rod having. diameter up to 15 mm	-	Nos.	15
72	Four fingered metal condenser clamp  Required feature and category: A. Prongs must cross over one another. B. Diameter of rod must be 7-9 mm. C. Length of rod must be approx. 20-25 cm. D. It must hold diameter upto 75 mm.	-	Nos.	15
73	Glass separating funnel (pear shape) with stopper (24/29 or 29/32) & teflon stopcock	1000 ml	Nos.	15
74	Glass reagent bottle having teflon pouring ring and teflon screw cap with GL45 thread	100 ml	Nos.	15
75	Glass reagent bottle having teflon pouring ring and teflon screw cap with GL45 thread	250 ml	Nos.	15
76	Amber colour glass reagent bottle with stopper	1000 ml	Nos.	15
77	Amber colour glass reagent bottle with stopper	2000 ml	Nos.	15
78	Glass burette with straight bore and teflon stopcock	50 ml	Nos.	10
79	Type I Mohr graduated glass volumetric Pipette	10 ml	Nos.	15
80	Type I Mohr graduated glass volumetric Pipette	5 ml	Nos.	15
81	Type I Mohr graduated glass volumetric Pipette	1 ml	Nos.	15
82	Glass volumetric flask with glass stopper	50 ml	Nos.	15
83	Plain glass desiccator having porcelain plate.	150 mm inner diameter of flange	Nos.	3
84	Plastic stand-rod-clamp set  Required feature and category: A. Material must have retort stand of plastic base having ~ 25 cm length and 15 cm width. B. Position of rod must be at side. C. Material must have plastic coated-steel rod having length ~75 cm. D. Material must have plastic burette clamp with double sided holder.	As per item description	Nos.	4
85	Horizontal pipette rack, made from teflon material, for 6-8 nos. pipette	-	Nos.	3
86	Common glass filter funnel having ~75 mm diameter and long stem	As per item description	Nos.	10
87	Glass conical flask with wide mouth and beaded top	100 ml	Nos.	10
88	Glass petri dish having 80 mm outer diameter and 20 mm height	As per item description	Nos.	10
89	Blunt forceps made from stainless steel.	6" length	Nos.	5
90	Nylon brush for cleaning burette	30" length	Nos.	10
91	Nylon brush for cleaning beaker	-	Nos.	10

92	Nylon brush for cleaning volumetric flask	10" length	Nos.	10
93	12" long tongs for holding round bottom flask	12" length	Nos.	5
94	Handy pipette aid	10 ml	Nos.	10
95	Polytetrafluoroethylene coated magnetic stirrer bar having following size. Width X Length = 8 X 14/15 mm	Width X Length = 8 X 14/15 mm	Nos.	20
96	Polytetrafluoroethylene magnetic bar retriever	Length = 30 cm	Nos.	8
97	Drum sampling glass tube	100 cm length	Nos.	15
98	Digital magnetic stirrer  Required feature and category: A. Stirring position must be 1. B. Capacity must be 3 L. C. Speed must be 1500 rpm.	As per item description	Nos.	2
99	Heating mantle coil heating mantle	1000 ml	Nos	10
100	Teflon bottle having wide mouth and screw cap	1000 ml	Nos.	10
101	Silver nitrate solution, 0.02 N, pure grade	500 ml	Nos.	10
102	Potassium Chromate, pure chemical	250 gm	Nos.	1
103	Shanny bottle (transparent glass bottle with graduation)	160 ml	Nos	10
104	Water bath heater T (S.S. thermostatic) heated controlled facilitate temperature control within +-2C. It is double walled, outside mild steel Powder Coated or Stainless Steel fitted with 2" glass wool insulation. The Stainless-Steel cover has holes of 3" diameter (06 holes) with concentric rings and is fitted with immersion heater (ISI Marked) of rating 1000watts.		Nos	2

Items to be delivered in road worthy packing at Baola, Modhera, Hazira & Bhaskar Field, Cambay, Gujarat. Commissioning assistance shall be provided by the Vendor at well site as required. Bidder shall submit the past track record of having supplied laboratory equipment. Laboratory Equipment shall meet the technical / quality standard & specifications as per industry requirement / standards.

## ANNEXURE-B

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

Sr. No	Item Description	Size	UOM	Est. Qty.	Unit Rate (Rs.)	Total Amt (Rs.)
1	Low form glass beaker with spout	1000 ml	Nos	20		
2	High form glass beaker with spout	250 ml	Nos	20		
3	Beaker Plastic	10 ltr	Nos	3		
4	Plastic Beaker	2 Litres	Nos.	3		
5	Thermometer with 1 °C division	-10 to 360 °C	Nos	10		
6	Thermometer with 1 °C division	-10 to 100 °C	Nos	25		
7	Water trapper (with Glass Knob), as per ASTM D4006-22	5 ml	Nos	25		
8	Measuring cylinder Plastic	1000 ml	Nos	4		
9	Round bottom flask with B24 joint	1000 ml	Nos	15		
10	Washing bottle Plastic	250 ml	Nos	25		
11	Rubber hose	10 meter	Nos	4		
12	Measuring cylinder with ground glass joint and stopper	10 ml	Nos.	20		
13	Measuring cylinder with ground glass joint and stopper	25 ml	Nos.	20		
14	Measuring cylinder with ground glass joint and stopper	50 ml	Nos.	20		
15	Measuring cylinder with ground glass joint and stopper	100 ml	Nos.	20		
16	Measuring cylinder	250 ml	Nos	3		
17	Measuring cylinder with ground glass joint and stopper	1000 ml	Nos.	20		
18	Glass Rod	10"	Nos.	20		
19	Xylene, reagent grade	2.5 Ltr	Ltr	4000		
20	Acetone, reagent grade	2.5 Ltr	Ltr	1500		
21	Manometer	0-100 cm	Nos	6		
22	TDS meter (Hand-held)	0-30,000 ppm	Nos	2		
23	Centrifuge tube as per ASTM D4007-22	100 ml	Nos.	30		
24	Leibeig Condenser B-24, 400 mm, as per ASTM D4006-22	-	Nos.	25		
25	Drying Tube (Vertical) as per ASTM D4006-22	-	Nos.	25		
26	Silica Gel	-	Gms	1500		
27	Rubber Tubing extra soft	8 mm	Mtr.	5		
28	pH meter (handheld, make DI Lab), pocket size	0.0-14 pH range	no	3		
29	Manual table-top centrifuge (4 x 100 ml sample size) with 4 x torpedo tubes	-	Nos.	1		
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36	Thermometer as per ASTM D5853-17a		Nos.	20		
37	Glass Hydrometer, scale 0.700 - 1.000	0.700 - 1.000 SG	Nos.	3		
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39	Sample bottles - 1000 mL, aluminum	1000 ml	Nos.	50		
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41	Water finding paste, 100 gm net	100 gm	Nos.	4		
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48	Single channel variable volume piston operated micropipette	10 - 100 µl	Nos.	10		
49	Single channel variable volume piston operated micropipette	100 - 1000 µl	Nos.	7		
50	Single channel variable volume piston operated micropipette	5 - 50 µl	Nos.	10		
51	Glass tips	0.1 - 2 µl micro pipette	Nos.	25		
52	Glass tips	2 - 20 µl micro pipette	Nos.	25		
53	Glass tips	10 - 100 µl micro pipette	Nos.	50		
54	Glass tips	100 - 1000 µl micro pipette	Nos.	40		
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58	pH paper	2-10 pH	Nos.	4		
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60	Dissolved oxygen kit, range 0-100 ppb	0-100 ppb	Nos.	4		
61	Dissolved oxygen kit, range 100-1000 ppb	100-1000 ppb	Nos.	4		
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65	Porcelain evaporating dish of 70 ml to 250 ml capacity. (Weight should not exceed 200 g)	As per item description	Nos.	10		
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71	Regular boss head which can hold rod having diameter up to 15 mm	-	Nos.	15		
72	Four fingered metal condenser clamp  Required feature and category: A. Prongs must cross over one another. B. Diameter of rod must be 7-9 mm. C. Length of rod must be approx. 20-25 cm. D. It must hold diameter upto 75 mm.	-	Nos.	15		
73	Glass separating funnel (pear shape) with stopper (24/29 or 29/32) & teflon stopcock	1000 ml	Nos.	15		
74	Glass reagent bottle having teflon pouring ring and teflon screw cap with GL45 thread	100 ml	Nos.	15		
75	Glass reagent bottle having teflon pouring ring and teflon screw cap with GL45 thread	250 ml	Nos.	15		
76	Amber colour glass reagent bottle with stopper	1000 ml	Nos.	15		
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79	Type I Mohr graduated glass volumetric Pipette	10 ml	Nos.	15		
80	Type I Mohr graduated glass volumetric Pipette	5 ml	Nos.	15		
81	Type I Mohr graduated glass volumetric Pipette	1 ml	Nos.	15		
82	Glass volumetric flask with glass stopper	50 ml	Nos.	15		
83	Plain glass desiccator having porcelain plate.	150 mm inner diameter of flange	Nos.	3		
84	Plastic stand-rod-clamp set  Required feature and category: A. Material must have retort stand of plastic base having ~ 25 cm length and 15 cm width. B. Position of rod must be at side. C. Material must have plastic coated-steel rod having length ~75 cm. D. Material must have plastic burette clamp with double sided holder.	As per item description	Nos.	4		
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	teflon material, for 6-8 nos. pipette					
86	Common glass filter funnel having ~75 mm diameter and long stem	As per item description	Nos.	10		
87	Glass conical flask with wide mouth and beaded top	100 ml	Nos.	10		
88	Glass petri dish having 80 mm outer diameter and 20 mm height	As per item description	Nos.	10		
89	Blunt forceps made from stainless steel.	6" length	Nos.	5		
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91	Nylon brush for cleaning beaker	-	Nos.	10		
92	Nylon brush for cleaning volumetric flask	10" length	Nos.	10		
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96	Polytetrafluoroethylene magnetic bar retriever	Length = 30 cm	Nos.	8		
97	Drum sampling glass tube	100 cm length	Nos.	15		
98	Digital magnetic stirrer  Required feature and category: A. Stirring position must be 1. B. Capacity must be 3 L. C. Speed must be 1500 rpm.	As per item description	Nos.	2		
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103	Shanny bottle (transparent glass bottle with graduation)	160 ml	Nos	10		
104	Water bath heater T (S.S. thermostatic) heated controlled facilitate temperature control within +-2C. It is double walled, outside mild steel Powder Coated or Stainless Steel fitted with 2" glass wool insulation. The Stainless-Steel cover has holes of 3" diameter (06 holes) with concentric rings and is fitted with immersion heater (ISI Marked) of rating 1000watts.		Nos	2		
<b>Total Amount (Rs.), GST extra as applicable</b>						

**NOTE:**

1. Price shall be inclusive of all taxes and duties except GST/ISGT which will be paid extra as applicable.
2. The above prices shall be inclusive of all considering manufacturing, supply, P&F, Transit Insurance etc.
3. Freight / Transportation charges shall be paid extra at actual against submission of supporting document / transporter invoice.
4. In case of rejections/replacement transportation charge/insurance shall be borne by the Vendor only.

5. All packages must bear labels mentioning the name of product, name of manufacturer, date of manufacturing, batch no, tare weight, gross weight, and net weight of material.
6. Delivery Address:
  - **Bhaskar Field**  
SUN PETROCHEMICALS PVT LTD, WELL NO. R1, BLOCK CB-ONN-2003-1, BHASKAR FIELD, GOLANAVARASDA ROAD, ANAND, GUJARAT 388180
  - **BAOLA**  
Sun Petrochemicals Pvt Ltd, (BAOLA) GCS-OPP NAGESHWAR TEMPLE, SALAJADA BAOLA, GUJARAT
  - **MODHERA**  
Sun Petrochemicals Pvt Ltd, (Modhera), MATRASAN VILLAGE, MODHERA, MODHERA, GUJARAT
  - **HAZIRA**  
Sun Petrochemicals Pvt Ltd, Hazira Oil & Gas Facilities Hazira (VILL & PO), Surat, Gujarat-394270
7. Additionally, Bidder to submit separate list of items that bidder supplies for laboratory equipment other than items quoted above with \_\_\_\_\_% discount (bidder to quote %) applicable on such additional items prices in case of requirement during contract period.
8. The rates finalized shall be fixed for 1 year without any variation in finalized rates. In case of exorbitant increase in cost of items in the market post completion of 1 year, the same shall be discussed mutually or will be at actual purchase price + 5% service charge.

## **ANNEXURE-C**

### **GENERAL CONDITIONS OF THE CONTRACT (GCC)**

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

- 1.1.1 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender / RFQ document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 1.1.2 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 1.1.3 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 1.1.4 "Purchase Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in Annexure B and as may be indicated in the Price schedule, which SunPetro shall compensate, Supplier for the actual work executed / material supplied and certified by SunPetro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 1.1.5 Supplier/ Bidder" shall mean M/s. \_\_\_\_\_ and includes, its consortium partners, sub-Supplier's and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 1.1.6 "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 the Supplier or its Sub-Supplier in connection with the Scope of Work / Supplies specified in *Annexure A*.
- 1.1.7 Supplier's Personnel" shall mean each individual and / or the collective group of Supplier's employees, Supplier's sub-Supplier, and their respective employees, sub-Supplier, licensees, invitees, agents and representatives, who are provided and/or utilized by Supplier for the performance of the Work.
- 1.1.8 "Commencement Date" shall mean the date when the work/supplies will start.
- 1.1.9 "Completion Date" shall mean the time and date when the work/supplies is completed by the Supplier as per the Scope of Work.
- 1.1.10 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 1.1.11 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 1.1.12 "Effective Date" shall be the date of issue of NOA(Notification of Award) /LOI(letter of Intent) / LOA(Letter of Award) / Work Order or as specified by Company.
- 1.1.13 "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and annexures.

- 1.1.14 With such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 1.1.15 “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.
- 1.1.16 “Gross negligence” shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 1.1.17 “Letter of Intent / Letter of Award / Notification of Award /Purchase Order/Work Order” or “LOI / LOA / NOA/ PO / WO” shall mean the letter of Intent or Letter of Award or Purchase Order or Work Order issued to the Supplier by Company.
- 1.1.18 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 1.1.19 “Services” shall mean the services to be provided by the Supplier 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.
- 1.1.20 “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited .
- 1.1.21 “SunPetro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 1.1.22 “SunPetro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its Suppliers.
- 1.1.23 “Sub-Suppliers” shall mean those persons or companies engaged by the Supplier in connection with the Services / contracts approved by SunPetro.
- 1.1.24 “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.
- 1.1.25 "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 *Attachment -1* hereof.
- 1.1.26 “Rates” or “Rate” shall mean the applicable rates of compensation to be paid to Supplier for work/supplies hereunder as set forth in the Price Schedule.
- 1.1.27 “Termination Date” shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.
- 1.1.28 “Well Locations” shall mean the locations of the Wells within the Contract Area at which Supplier shall carry out operations and such other locations as may be specified by SunPetro.

- 1.1.29 "Willful Misconduct" means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 1.1.30 "Work" shall mean the Work provided by Supplier which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 1.1.31 "Work Site / Work Location" shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 1.1.32 "Third Party" shall mean a person / entity which is not included in Company Group or Supplier Group.
- 1.2 Contract Period & Validity:**
- 1.2.1 The Contract shall be valid for a period of 2 years with provision of extension of contract for further period of 1 year at same rates, terms and condition at discretion of Company. The prices are valid for the contract period and the contract shall be valid for all the blocks of SunPetro in Gujarat or any other blocks which company may acquire.
- 1.2.2 Commencement Date and Completion Date
- Commencement date: Effective Date of Contract
  - Completion date of contract: Expiry / Termination Date of Contract.
- 1.3 Materials, Supplies, Equipment, Services and Personnel**
- Any item supply / services requested by Company during contract period to complete the work shall be provided by Supplier.
- 1.3.1 **Additional Services, Materials, Supplies and Equipment**
- If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the Supplier to the Company.
- 1.3.2 The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect for the quantities of item(s) / Service(s) as certified by the company's representative.
- 1.4 INSPECTION & TESTING**
- The inspection /testing of materials shall be carried out by Company/Third Party/ Supplier as specified in the PO and as per details at Scope of Work.
- 1.5 COMPANY'S WORK COMPLETION PROGRAMME**
- 1.5.1 **Work Programme**
- The Work / Completion Programme shall be specified by the Company for each work / services/supplies.
- 1.5.2 Supplier to Comply with Company's Work / Completion/supply Programme. Supplier shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's Work / Completion / supply programme which are to be provided by Supplier are complied with and to ensure that Company's other Suppliers are afforded all reasonable facilities to similarly comply as appropriate. Supplier shall carry out checks on any of the requirements of the Work / Completion / supply programme, as directed by Company and record and report the results of such checks to Company.
- 1.6 PERFORMANCE OF THE SUPPLIES**
- 1.6.1 **Conduct of supplies**

The Services/Supplies shall be performed by Supplier in accordance with Best international petroleum industry practices. The Supplier shall be responsible for all interface issues, as required as per scope of work / services / supplies.

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

1.6.3 **Discipline**

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

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

1.6.3.3 Company have the right to ask Supplier to change / replace its personnel for misbehaving / indiscipline during contract period. Supplier will replace person, within 5 working days without affecting the work progress.

1.6.4 **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.

**Provident Fund Act:**

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

**ESI Act:**

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

**As per the Labour enactments:**

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

**Labour Welfare Cess:**

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

The 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.

1.7 **TERMINATION BY COMPANY**

1.7.1 **Termination for Non-commencement of Supply**

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



### 1.8 **HEALTH, SAFETY & ENVIRONMENT (HSE)**

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

Supplier warrants that it shall perform all such services / supplies in a Good and Workmanlike Manner and as per the guidelines issued by DGH and OISD from time to time. Supplier to provide Health, Safety & Welfare Policy Manual which should be aligned with Company's HSE Policy

### 1.9 **SETTLEMENT OF DISPUTE/ ARBITRATION**

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

### 1.10 **LIQUIDATED DAMAGES**

If Supplier for any reason other than Force Majeure, fails to timely supply all the material at designated location/well site as per the time schedule mentioned in the Contract or the extended date or fails to timely supply the material in accordance with the terms of this Contract or the extended date or if Supplier repudiates the Contract before completion of the supply in accordance with the Contract, or any if above reason resulting to delayed material supply, the 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%) for each week of late supply of material up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

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

- a. Terminate the Supplier or a portion or part of the Order 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. 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.

### 1.11 **NOTICES**

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

### 1.12 **APPLICABLE LAW**

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

### 1.13 **ACTS AND REGULATIONS, GUIDELINES**

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



#### 1.14 **ASSIGNMENT AND SUBCONTRACTING**

- 1.14.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Supplier , which shall not be unreasonably withheld.
- 1.14.2 Supplier shall not sublet or subcontract in part or in whole the Supply to any third party without prior written consent of Company. If the Supplier sub contracts part of the Contract to a sub-Supplier , Supplier shall ensure that sub orders reflect the requirements under this
- 1.14.3 However, no such approval for sub-contracting shall relieve Supplier from any obligation or liability under the Contract and Supplier shall be fully responsible for acts and omissions of any sub-Supplier or supplier and its employees and agents as though they were the acts and omissions of Supplier or its employees or agents. Also in no case sub-Supplier shall pass on any claim/ liability to Company.

#### 1.15 **INVOICING AND PAYMENT**

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

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

**Head –Commercial & Supply Chain Management.**

**Sun Petrochemicals Private Limited**

**8<sup>th</sup> Floor, ATL Corporate Park, Opp. L&T Gate no. 7,**

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

**Mumbai – 400072, Maharashtra [INDIA]**

**Kind Attn: Mr Nihit Jain**

#### 1.16 **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 ' 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-Supplier 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 shall make such personnel available at their assigned locations if still under employment with Supplier or its sub-Supplier .

## **1.17 TAXES AND DUTIES**

### **1.17.1 Taxes:**

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

Company shall withhold from the payments to 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.

### **1.17.2 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.

### **1.17.3 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 / Essentiality Certificate. 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 Equipment and materials at the port of entry or the port of exportation as the case may be.

### **1.17.4 Change in Law**

**1.17.4.1** In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Contract and which results in increased / decrease cost of the works under the Contract though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the 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.

Similarly, if any change or amendment of any Act or Law, Rules or Regulations of any Govt. or public body becomes effective after the date of this Contract and which results in any decrease in the cost of the project through reduced liability of taxes (other than

personnel and corporate taxes) duties, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to the Company.

- 1.17.4.2 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 etc. (ii) Corporate taxes in respect of the Supplier and its sub-Supplier". (iii) Any taxes for which the Supplier or any or all of his sub-Supplier are directly assessable i.e. Corporate taxes and Fringe benefit tax in respect of Supplier and all of their sub-Supplier, agents etc.

#### 1.18 **INSURANCE**

The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Supplier has the obligation to comply with Indian Social Security laws and regulations.
2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the Supplier. The coverage should provide insurance for any incident or series of incidents covering the operations of the Supplier in the performance of the Contract. If Supplier's Liability Insurance is written on a "claims made" form it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.
3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
4. Personal Accident and Medical Insurance for each of Supplier's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Supplier shall carry or cause to be carried insurance covering all Supplier's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Supplier reserves the right to self insure its own assets.
6. The Supplier will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

#### **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.

## **1.19 SUPPLIER 'S OBLIGATIONS AND WARRANTIES**

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

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

## **1.20 FORCE MAJEURE**

1.20.1 "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-Supplier ), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:

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

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

1.20.1.3 Mechanical breakdown of any item of Supplier 's or its Sub-Supplier 's equipment, plant or machinery; or

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

1.20.1.5 Non-conformance by Sub-Supplier ;

1.20.1.6 Financial distress of Supplier or any Sub-Supplier

1.20.1.7 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.

1.20.2 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 .

## **1.21 WARRANTIES AND REMEDIES**

1.21.1 Supplier represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPI and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Supplier agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Supplier warrants that all items rented to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Supplier under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Supplier shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Supplier to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

1.21.2 Supplier shall notify Company promptly, but no later than twenty four (24) hours, upon discovery of any instance where Supplier has not complied with the requirements of this Clause.

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

## **1.22 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.

## **1.23 INDEMNITY AND LIABILITIES**

### **1.21.1 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-Supplier and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

### **1.23.2 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.

### 1.23.3 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.

### 1.23.4 Certain Restrictions on Indemnities:

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

### 1.24 PERFORMANCE BANK GUARANTEE

Within ten (10) 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 **Attachment-1**) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of **Attachment-1** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

The Performance Bank Guarantee shall be of **5% of the estimated Contract value** and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later. If the Supplier does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the 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 / Contract including recovery of amounts due to the Company from the Supplier arising out of this Contract under whatever head.

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

- Failure of 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 tools, machines, parts for the providing services are not fit for the performance of work.

For breach of contract.

SunPetro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the **Attachment-2**.

### 1.25 SEVERABILITY

If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall

be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

**1.26 NON-EXCLUSIVE POWO**

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

**1.27 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.

**ATTACHMENT-1**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

**TO:** **Sun Petrochemicals Private Limited**, a Company incorporated under Company's Law 1956 and having its office at 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri (E), Mumbai – 400072, Maharashtra [INDIA]. (hereinafter referred to as **"Company"**).

**WHEREAS:**

(1) By an Rate Contract for Supply of Laboratory Equipment's (here in after referred to as the **"Contract"**) between \_\_\_\_\_ hereinafter referred to as the **"Supplier"**) 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, 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 5% **of the estimated Contract value**, as guarantee for the obligations of the Supplier to perform the Work in accordance with the Contract. 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 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, Contract made between the Supplier and Company with or without our consent or by any alteration in the obligations undertaken by the Supplier 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.

(4) This Guarantee is a continuing security and, accordingly, shall remain in operation for three months after the completion / termination of the Contract.

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 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 \_\_\_\_\_ 20\_\_\_\_ or and on behalf of ( \_\_\_\_\_ ).

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



**LIST OF APPROVED BANKS**

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

1. All Nationalised Banks/Scheduled Bank/ Public Sector Banks-
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 Kalupur commercial co-operative bank Ltd
  - II. Rajkot Nagrik Sahakari Bank Ltd
  - III. The Ahmedabad Mercantile Co-operative Bank Ltd
  - IV. The Mehsana Urban Co-operative Bank Ltd
  - V. Nutan Nagrik Sahakari Bank Ltd
  - VI. Dena Gujarat Gramin Bank