

**Tender Document**

**For**

**Hiring of Passenger / Supply Boats**

**at**

**Hazira Fields, Gujarat**  
**(Offshore Platform)**

<b>Tender No: SunPetro/Hazira/Hiring Boat/2023-24/H-002</b>
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**SUN PETROCHEMICALS PRIVATE LIMITED**  
8<sup>th</sup> Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road  
Chandivali, Powai, Mumbai – PIN- 400072  
Contact No. +91-9727780019

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## **SECTION- 1**

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

# **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, Mumbai- PIN – 400072

[www.sunpetro.com](http://www.sunpetro.com)

CIN: U24219GJ1995PTC028519

**Ref. No. SunPetro/Hazira/Hiring Boat/2023-24/H-002**

Date:01.07.2023.

## **INVITATION TO BID**

**Sub: Hiring of Passenger / Supply Boats for Hazira Field in Gujarat.**

**Ref: Tender No.: SunPetro/Hazira/Hiring Boat/2023-24/H-002**

**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/Hazira/Hiring Boat/2023-24/H-002
2]	Title of Tender	Hiring of Passenger / Supply Boats for Hazira Field in Gujarat
3]	Brief Scope of Work	Refer Section-4 of the tender document
4]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at ANNEXURE-2 drawn from a Nationalised/Scheduled bank as listed at ANNEXURE-9 for an amount as specified below: Indian Bidder: Indian Rupees: 1.5 Lakhs Foreign bidder USD: - 2200
5]	Bid Validity	One Hundred and twenty (120) days
6]	Bid Bond Validity	One Hundred and fifty (150) days
7]	Start Date & Time of Issuing Tender Document	01/07/2023 at 11:30 Hrs IST
8]	Last Date & Time for Issuing Tender Document	10/07/2023 at 16:30 Hrs IST
9]	Last Date & Time For Seeking Clarification by Bidders	20/07/2023 at 16:30 Hrs IST
10]	Date Of Pre-Bid Conference & Venue	Not Planned

11]	Tender Closing Date & Time	25/07/2023 at 15:00 Hrs. IST
12]	Address For Correspondence /Tendering Office/ Tender Submission	Office of Supply Chain Management Hazira Oil and Gas Facility, Beyond Adani Port, Hazira-394270, Surat (Dist.) E-mail: <a href="mailto:nihit.jain@sunpetro.com">nihit.jain@sunpetro.com</a>
13]	Mobilization Period	Within 15 days from LOA
14]	Contract Period	3 Years + 1 year option at SunPetro's discretion on same rate terms & conditions
15]	Terms & Conditions of Contract	As per Section-3 of this tender Document

**NOTE:**

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

**1.2. Acknowledgement of Tender Document**

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

**1.3. Pricing Strategy**

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

**1.4. Evaluation Strategy**

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

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

**1.5. Award Strategy**

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 documents 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 receiving your bid complete in all respect on or before due date and time of bid submission.

Regards

**Nihit Jain**  
**Head-Commercial & SCM**  
**Sun Petrochemicals Pvt. Ltd.**

## SECTION- 2

### INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### 2.1 General Instructions

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

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

- a. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
- b. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium.
- c. In case of Joint venture / Consortium Bid, following additional 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); [tarkeshwar.mahato@sunpetro.com](mailto:tarkeshwar.mahato@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 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:

**Sun Petrochemicals Pvt.Ltd.**

**Hazira Oil and Gas Facility, Beyond Adani Port,**

**Hazira-394270,Surat (Dist.)**

**Kind Atten:Tarkeshwar Mahato**

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. The company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.

## **2.8 Technical Proposal Requirement**

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

## **2.9 Certificate & Inspection**

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

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

## **2.10 Commercial Proposal Requirements**

### **2.10.1 Currency**

Prices quoted shall be in Indian Rupee (INR) for Indian Bidders or United States Dollars (USD) only or INR for Foreign Bidders. The foreign exchange rate shall be calculated on the date of bid closing date for evaluation of bids only, whereas the payment of invoices will be made based on the exchange rate as prevalent the previous day of the payment. Indian Bidders must quote in Indian Rupee only and will be paid in INR only. The foreign bidders will be paid in quoted currency only.

### **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 the 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 for each Service. No payment will be due to the Contractor / Supplier prior to signing of the Contract.

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

- 2.14.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transport insurance at the designated port or Site Location in India. Except goods and service tax (if applicable to services provided under this Contract), the prices shall reflect delivery inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, excise tax and similar rates and fees, freight, insurance, and similar expenses. The goods and services tax, if applicable, shall be paid by the Company at actual.
- 2.14.2 Bidder shall consider in their bid and shall be responsible to obtain at its own cost, all required Permits / Consents / Essentiality Certificates (EC) to avail concessional / Nil duties & taxes applicable for the field, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties (as per **ANNEXURE-10**) and other duties on material / equipment imported into India. Company will provide reasonable assistance wherever required including obtaining all certificates including Essentiality Certificate for claiming Zero Custom Duty as applicable under PSC, but all expenses related to obtaining all such Permits, Consents etc. shall be to the Bidder's account.

## **2.15 Performance Bank guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the estimated 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, Sun Petro reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

## **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 the issue date of LOI up to the completion of the contract.
- 2.16.2 Company will issue written orders to Bidder for any change or extra work, except in the event of an emergency which in the opinion of Company requires immediate attention, Company will also be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. Company shall ensure that such oral orders shall be followed up with written communication.
- 2.16.3 All changes in quantities / specifications will be performed at a mutually agreed delivery Schedule in the Contract period and price of such works shall be finalized / derived in terms and rates elsewhere in the Contract documents.
- 2.16.4 For any additional goods/service, not specified herein, but needed for operations, the Bidder shall be required to provide, on agreed time, these additional goods & services, at agreed cost or actual costs + 5% handling fees.

## **2.17 Mobilization Period / 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 Mobilization period as set forth in schedule or agreed**. In the event it becomes apparent that the Mobilization date cannot be met, the Contractor shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated Damages as specified in the Contract shall be applicable. The Company may also terminate the LOI or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the schedule Mobilization time.

**2.18 Bid Bond**

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

**2.19 ANNEXURES**

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

## **SECTION-3**

### **MODEL CONTRACT**

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

## PREAMBLE OF THE CONTRACT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

### BY AND BETWEEN

Sun Petrochemicals Pvt. Ltd. a company organised and existing under the laws of India and having its head office at 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072, India (hereinafter referred to as “**Company**” or “**SunPetro**” )

### AND

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

### RECITALS

**WHEREAS** Company desires to have certain Services as hereinafter specified

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

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

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

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

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

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

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

- 1] This Preamble of Contract
- 2] Articles of Contract (General Conditions of Contract)
- 3] Special Terms & Condition of Contract
- 4] Specifications and Scope of services
- 5] ANNEXURES

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

Note 1 : Title of the Contract:.....

Note 2 : Contract No.: .....

Note 3 : Point of Delivery/Site address: .....

Note 4 : Project/Block Number: .....

Note 5 : Effective Date of the Contract: .....

Note 6 : Due Date of Mobilization: .....

Note 7 : Duration /Validity of the Contract .....

Note 8 : Tentative Value of The Contract: .....

Note 9 : Company's Representative: .....:

Note 10 : Contractor's Representative: .....

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

### Sun Petrochemicals Private Limited

\_\_\_\_\_  
(COMPANY)

Signature \_\_\_\_\_

Name:

Title:

In presence of wetness

1)Name  
Title  
Signature/Initials

2)Name  
Title  
Signature/Initials

\_\_\_\_\_  
(CONTRACTOR)

Signature \_\_\_\_\_

Name:

Title:

1)Name  
Title  
Signature/Initials

2)Name  
Title  
Signature/Initials

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

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## GENERAL CONDITIONS OF THE CONTRACT (GCC)

### 3.1 DEFINITIONS AND INTERPRETATION

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

- 3.1.1 "Affiliate" as applied to Company, its Co-venture's, Participants, Contractor, Sub-contractor shall mean in relation to any Company, at any time, any other entity.
- 3.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, ANNEXURES appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.3 "Applicable law" shall mean any Indian law, regulation, bylaws, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by any Government Agency in India.
- 3.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 3.1.5 "Contract Administrator" shall mean the contract administrator so appointed by Sun Petro.
- 3.1.6 "Contract Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section 7* and as may be indicated in the Price schedule, which Sun Petro shall compensate, Contractor for the actual work executed and certified by Sun Petro's Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 3.1.7 "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 3.1.8 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.9 "Contractor" shall mean M/s. \_\_\_\_\_ and includes its consortium partners, sub-contractors and vendors and the officers, directors, commissioners, employees, servants, representatives and agents of any of them as applicable.
- 3.1.10 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to Sun Petro.
- 3.1.11 "Contractor's Equipment" shall mean all the equipment(s), vessel, units etc. along with auxiliary, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Work specified in *Section 4*.
- 3.1.12 "Contractor's Personnel" shall mean each individual and / or the collective group of Contractor's employees, Contractor's subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by Contractor for the performance of the Work.
- 3.1.13 "Commencement Date" shall mean the date when the Contractor's equipment / services are tested, and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.
- 3.1.14 "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 3.1.15 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.16 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.17 "Company Group" shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group.

- 3.1.18 "Contract", "Agreement" or "Contract Document" (as per par 3.1.2 above)
- 3.1.19 "Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 3.1.20 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.21 "Demobilization" shall mean the actual demobilization of contractor's equipment and contractor's personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, repair if applicable to the full satisfaction of the Company. SunPetro, will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.22 Deleted.
- 3.1.23 "Effective Date" shall be the date of issue of NOA(Notification of Award) /LOI(letter of Intent) / LOA(Letter of Award) / Work Order or as specified by Company.
- 3.1.24 "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and ANNEXURES.
- 3.1.25 "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- 3.1.26 "Good Oilfield Practices" means good international petroleum industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 3.1.27 "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- 3.1.28 "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.
- 3.1.29 Interpretation
- a. Reference to "Section", "Para", "Clause", "Article" and "Provision" shall have the same meaning.
- b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
- c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
- d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 3.1.30 "Letter of Intent / Letter of Award / Notification of Award /Work Order" or "LOI / LOA / NOA/ WO" shall mean the letter of Intent or Letter of Award or Work Order issued to the Contractor by Company.
- 3.1.31 Deleted.
- 3.1.32 "Mobilization" shall mean the actual mobilization of the Contractor's personnel & equipment which are fit for operational requirements, along with auxiliary equipment and contractor's personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro, will issue the mobilization letter for the services as and when requirement comes.
- 3.1.33 "Operator" shall mean Sun Petrochemicals Private Limited (SunPetro) / Company
- 3.1.34 "PSC" shall mean the production-sharing contract entered into between the Government of India and SunPetro and /or its consortium.
- 3.1.35 "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.36 Deleted.

- 3.1.37 "Services" shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Sun Petro.
- 3.1.38 "SunPetro" / "SPPL" shall mean Sun Petrochemicals Private Limited.
- 3.1.39 "SunPetro's Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 3.1.40 "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its contractors.
- 3.1.41 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.42 "SunPetro Designated Base" shall mean well site as informed by Company. However, the contractor 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 Contractor to the Company in accordance with the terms of the contract and in the form of which bank guarantee is set forth in ANNEXURE-8 hereof.
- 3.1.44 "Rates" or "Rate" shall mean the applicable rates of compensation to be paid to Contractor for work hereunder as set forth in the Price Schedule.
- 3.1.45 "Termination Date" shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.
- 3.1.46 Deleted.
- 3.1.47 Deleted
- 3.1.48 Deleted
- 3.1.49 "Well Locations" shall mean the locations of the Wells within the Contract Area at which Contractor shall carry out operations and such other locations as may be specified by Sun Petro.
- 3.1.50 "Willful Misconduct" means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 3.1.51 "Work" shall mean the Work provided by Contractor which includes providing but not limited to tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- 3.1.52 "Work Site / Work Location" shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 3.1.53 Deleted.
- 3.1.54 "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.
- 3.1.55 "RSC" shall mean the Revenue Sharing Contract entered into between the Government of India and SunPetro and /or its consortium.

## 3.2 DURATION OF CONTRACT:

- 3.2.1 Primary term of this contract will be 3(three) years from the date of award with a provision to extend for 1(one) more year(s) on same rate, terms and conditions.

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

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

## 3.3 Materials, Supplies, Equipment, Services and Personnel

Any item supply / services requested by Company during contract period to complete the work shall be provided by Contractor.

### **3.3.1 Additional Services, Materials, Supplies and Equipment**

If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. Proof of item prices shall be submitted in original by the contractor to the Company.

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

### **3.4 INSPECTION OF MATERIALS**

#### **3.4.1 Inspection of Company Equipment**

Contractors shall have the right to inspect and get satisfied on the company equipment, company will provide the full access to the contractor.

#### **3.4.2 Inspection of Contractor Equipment**

Company shall have the right at any time to inspect and reject for valid cause any items of equipment furnished by the Contractor for performance of the Services and Contractor shall replace, at no additional cost to Company, such items so rejected with items free from defects or if Company agrees, repair such items at Contractor's cost.

### **3.5 COMPANY'S WORK PROGRAMME**

#### **3.5.1 Work Programme**

The Service requirement shall be specified by the Company for each Site.

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

### **3.6 PERFORMANCE OF THE WORK/SERVICES**

#### **3.6.1 Conduct of Services**

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

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

#### **3.6.3 Discipline**

3.6.3.1 Contractor shall maintain at all times strict discipline and good order among its employees and subcontractors and shall abide by and conform to all reasonable rules and regulations promulgated by Company governing the scope of work/Service.

3.6.3.2 Contractor shall ensure that its employees and subcontractors are qualified, experienced & trained and shall, comply with all Conditions set forth in scope of Service. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of Service shall constitute grounds for termination of this Contract.

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

#### **3.6.4 Legal Requirements**

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

**Provident Fund Act:**

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

**ESI Act:**

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

**As per the Labour enactments:**

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

**Labour Welfare Cess:**

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

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

3.7  
3.7.1

**TERMINATION BY COMPANY**

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

A.

**Termination for Non- Mobilization or Non-commencement of Work / Service**

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

**Consequences of Termination:**

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

B.

**Termination for events specified below:**

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

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

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

**Consequences of Termination:**

Upon termination of Contract by Company under this sub-clause B, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. The Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, on account of such breach by the Contractor.

**C. Termination in the event of Force Majeure**

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

**Consequences of Termination:**

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

**D. Termination for Convenience**

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

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

The Contractor shall perform the work in accordance with GIPI and the terms and conditions of the Contract. If the Contractor does not provide due service or any part thereof or its performance is non-satisfactory, then Company shall issue a notice ("**Remedy Notice**") to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

**Consequences of Termination:**



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

3.7.2 Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:  
a) Immediately discontinue providing service from that date and to the extent specified in the notice.

b) Place no further orders for materials & services.

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

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

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

### 3.7.4 **De-hiring:**

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

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

### **General**

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

### 3.8.1 **Safety**

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

- a) the safety management system (hereinafter referred to as "the Safety Management System") established by Contractor.
- b) Offshore/Onshore safety, health, training and protective clothing requirements as applicable; and
- c) All applicable laws, rules and regulations of India.
- d) Proper safety kits liveries and uniform for all employees / subcontractors working at site.

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

3.8.1.3 Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.

- 3.8.1.4 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with and rectify any deficiencies in compliance pointed out by the Company.
- 3.8.1.5 If during performance of the Services, Company's Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor's Personnel or Company's personnel, Company Equipment or any of Company's other contractors' plant, equipment or materials, then Company's Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
- 3.8.1.6 An incompetent person shall be at RISK to carry out critical operation. Hence all contractor personnel need to be competent & trained to carry out the assigned job. Training need for all contractors' Employee shall be identified & accordingly shall be trained by the contractor.
- 3.8.1.7 Required PPE to be identified & sufficient stock shall be maintained at all times. Also, the Contractor's Employee shall be trained for uses of PPE.
- 3.8.1.8 Contractor shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.
- 3.8.1.9 Contractor shall provide Test certificate for Cylinder, High pressure Hoses, & Electrical appliances or as specified in the contract.
- 3.8.1.10 Contractor has to develop ERP jointly with Company & shall ensure awareness Training imparted to all concerned personnel. Mock drills (Tabletop) for critical scenario need to be conducted before Work over operation. Records to be maintained.
- 3.8.1.11 Contractor shall ensure PTW developed by Company and shall be followed.
- 3.8.1.12 Contractor shall maintain following Records:
1. Employee detail
  2. Premedical check-up record
  3. Competency Record
  4. Training & awareness Record
  5. PPE record
  6. Accident / Incident Record
  7. Mock drill Record
  8. Audit Observation & compliance record.
  9. Accident / Near miss Report.
  10. Any other applicable record
- 3.8.1.13 in case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, Contractor shall immediately notify the Company of such absence or inadequacy of defined standards. Company & Contractor shall then jointly develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical(ALARP) before the item or the activity is included or continued in the performance of the Work.
- 3.8.2 **Environment**
- 3.8.2.1 Contractor hereby acknowledges Company's commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control



legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned commitment, Contractor shall perform the Services in an environmentally acceptable and safe manner consistent with GIPIP and shall ensure that its performance of the Services is properly monitored.

3.8.2.2 Contractor shall prepare Aspect & Impact document related to their Job scope and shall submit to Company.

3.8.2.3 Valid Pollution under control Certificate for Engine above 150 KVA

3.8.2.4 Contractors shall have Waste Management Plan for their scope of work.

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

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

3.8.2.7 An eyewash station shall be provided at a suitable place.

3.8.2.8 Working area is to be illuminated as per Lux standard.

In particular, the Contractor shall: -

- a) employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage.
- b) take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on people and property; and
- c) adhere to the guidelines, limitations or restrictions, if any, imposed by the Environmental Clearance referred to in this clause as applicable on the date of this Contract and as such Environmental Clearance may be revised, expanded or replaced.

3.8.2.9 Without limiting the generality of the provisions of this Clause hereof, Contractor shall comply with, and ensure that its employees, agents and subcontractors comply with, all applicable environmental protection and pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.

3.8.2.10 If during Contractor's performance of the Services, Company is of the opinion that Contractor is either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by Company to Contractor from time to time, or is conducting the Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Company shall notify Contractor of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the contract apply as if the Well Operations had been suspended due to equipment breakdown.

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

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

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

- 3.9.2 In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.
- 3.9.3 It is also a term of the Contract that the Contractor shall not stop providing service under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.
- 3.9.4 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 3.9.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.
- 3.10 **ENTIRE AGREEMENT/ WAIVERS**
- 3.10.1 This Contract sets forth the entire CONTRACT between Company and Contractor which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Company and Contractor have expressly varied the same in writing under the terms of this Contract.
- 3.10.2 None of the provisions of this Contract shall be considered waived by Company unless Company gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.
- 3.10.3 None of the following shall release Contractor from any of the warranties or obligations of this Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- i) Failure by Company to insist upon strict performance of any terms or conditions of this Contract,
  - ii) Failure or delay to exercise any rights or remedies provided herein or by law,
  - iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified,
  - iv) Acceptance of or payment for any Service or review of any design, or

- v) Warranty on the Equipment if sold to Company by the Contractor will continue up to the expiry of the warranty period even if the Contract is expired or terminated.

### 3.11 LIQUIDATED DAMAGES

#### 3.11.1 Liquidated damage

If Contractor for any reason other than Force Majeure, fails to timely mobilize the Vessel / Boat (fit for purpose) and/or personnel with requisite experience at designated location as per the time schedule mentioned in the Contract or the extended date or fails to timely provide the services with the terms of this Contract or the extended date any if above reason resulting to delay in providing service, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of late in providing service up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

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

- a. Terminate the Service thereof at any time during the term of the Contract and / or,
- b. Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- c. Get the service from any other contractor at the risk and cost of the Contractor and/or,
- d. Invoke bank guarantee or any other security provided by the Contractor and/or, by way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

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

3.11.3 Where Company is required to wait for any reason for Contractor personnel who are not made available on the site as per the schedule, in addition to liquidated damages payable by the Contractor, the Contractor shall also pay as pre-agreed damages an amount equivalent to daily **operating rate** for hired service.

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

### 3.12 NOTICES

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

### 3.13 APPLICABLE LAW

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

### 3.14 ACTS AND REGULATIONS, GUIDELINES

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

### 3.15 CONFIDENTIALITY

- 3.15.1 “Confidential Information” shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-
- a) is now or subsequently becomes publicly known or available without breach of this Contract.
  - b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
  - c) is required to be disclosed under any Applicable Law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).
- 3.15.2 The Contractor shall hold the information confidential and shall not divulge or disclose the information or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.
- 3.16 **ASSIGNMENT AND SUBCONTRACTING**
- 3.16.1 Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.
- 3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this Contract and the Contractor shall furnish to the Company within one month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Contractors, the same shall be notified to the Company within a period of one (1) month.
- 3.16.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also, in no case sub-Contractors shall pass on any claim/ liability to Company.
- 3.17 **INVOICING AND PAYMENT**
- 3.17.1 Invoices shall be itemized with a full break down of the Service provided and shall be complete with all back-up details, receipts, and shall set forth the facts relating to all activities and transactions handled for Company’s account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor’s application of the Contract payments and the resultant value of the invoice.
- 3.17.2 Contractor shall invoice to Company for payments hereunder on Completion of Services. Unless and otherwise mentioned anywhere else in this Contract, Company shall make payment, of the correct/ undisputed / Certified invoice supported with job sheet any other relevant document, which is jointly signed by Engineer In-charge / Company representative

along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Company disputes the invoice or a part thereof. Prices negotiated and finalized shall be firm and binding for the agreed Contract period as per *Clause 3.2. (General Conditions of Contract)* i.e. Three (3) Years and One (1) Year extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.

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

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

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

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

**Tarkeshwar Mahato**

**Sun Petrochemicals Pvt. Ltd.**

Hazira Oil and Gas Facility, Beyond Adani Port,  
Hazira-394270, Surat (Dist.) I

3.17.5 All payments to the Contractor under this Contract shall be made in the currency quoted by them or Indian Rupees to the Indian Bidders or 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 Contractor shall not claim any charges under any head during the period the equipment or tools are damaged, damaged beyond repair, un-operational, or declared dangerous for operation and cannot be operated / used for the said services. No payment shall be made for either the Standby rate, Stack Rate or under any other head till the tools / equipment are redressed, replaced or declared safe for operation & fit for purpose. No payment for either standby rate or operational rate shall be made for the personnel associated with the operation of the said tools/equipment.

3.17.7 **Audit**

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations



before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company; Audits referred to in this Clause will be made during Contractor's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

### 3.18 **TAXES AND DUTIES**

#### 3.18.1 **Taxes**

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

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

#### 3.18.2 **Personnel Taxes**

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

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

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

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

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

### 3.18.5 **Change in Law**

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

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

### 3.19 **INSURANCE**

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

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

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

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

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

- 3.19.4 Prior to commencement of providing services hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- a) evidencing the issuance of insurance containing the coverage required herein and
  - b) Providing that insurance shall not be cancelled or materially changed without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without

delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.

3.19.5 The insurance shall cover for the following:

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

**General Conditions for Insurance**

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



### 3.20 **CONTRACTOR'S OBLIGATIONS AND WARRANTIES**

3.20.1 The general allocation of responsibilities between Company and Contractor are set out in the responsibility matrix and other clauses mentioned in these documents and the Exhibits.

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

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

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

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

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

#### 3.20.7 **Contractor Personnel**

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

3.20.8 Sun Petro shall be entitled, without prejudice to any other rights or remedies available to Sun Petro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of Sun Petro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within 5 working days, at Contractor's sole expense, any such discharged person with a suitable qualified and experienced person satisfactory to Company without affecting the work.

#### 3.20.9 **Permits and Instructions**

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

### 3.21 **FORCE MAJEURE**

3.21.1 "Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of

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

- 3.21.1.1 Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 3.21.1.2 Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences.
- 3.21.1.3 Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant, or machinery; or
- 3.21.1.4 Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 3.21.1.5 Non-conformance by Sub-contractors.
- 3.21.1.6 Financial distress of Contractor or any Sub-contractor
- 3.21.1.7 Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the Vessel or any equipment(s) or on account of any reason within the control of the Contractor.

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

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

## 3.22 **WARRANTIES AND REMEDIES**

- 3.22.1 Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented to Company under

this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service-related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

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

- 3.22.7 Contractor shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Company, given to Contractor in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Contractor and approved in writing by Company. Contractor shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- 3.22.8 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Company, except as provided for herein or otherwise authorized in writing by Company.
- 3.22.9 Contractor shall notify Company promptly, but no later than twenty-four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.
- 3.22.10 The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

### 3.23 **LIENS**

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

### 3.24 **INDEMNITY AND LIABILITIES**

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

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

#### 3.24.2 **Liability for Radioactive sources**

The radioactive sources, which Contractor may use in performing the Services, are potentially dangerous. If any radioactive source is lost in a well, at the well site, while being transported by or on behalf of Company or by conveyance arranged by the Company or while under the custody or control of the Company or its representatives, Company shall be solely responsible for recovery or abandonment of the source and shall take special precautions in order to avoid breaking or damaging the source container. If the source cannot be recovered, or if the container is broken, Company shall immediately comply with all laws and regulations

applicable to Company, as well as to Contractor as owner of the source, including the isolation and marking of the location of the source, and shall defend, indemnify and hold harmless Contractor from and against any and all liabilities arising with respect thereof, and shall keep Contractor informed of all related developments, except when it is caused due to Gross Negligence or Wilful Misconduct by Contractor Group.

3.24.3 **Limitation of Liability**

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

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

3.24.4 **Consequential Damage**

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

3.24.5 **Certain Restrictions on Indemnities:**

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

3.25 **PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

### 3.26 **SEVERABILITY**

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

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

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

### 3.28 **EXPORT CONTROLS**

Sun Petro confirms that the Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Contract, then SunPetro would request the Contractor to obtain consent from the



concerned authority in the Contractor's Country. The Contractor shall obtain such consent at its sole risk and costs.

### **3.29 Special Condition to Contract**

#### **3.29.1 Station Keeping**

Vessel shall be able to station keep adjacent to the platform during high tide phases in a safe and efficient manner. The vessels proposed shall have sufficient propulsion to effectively station keep adjacent to the platform in conditions as described above under Logistics Overview. Dependent on environmental conditions the transfer of personnel to and from the platform may be via the boat landing or a personnel basket may be utilized.

In case of Vessel / Boat out of service due to Major Breakdown or Non-compliance of Statutory / Legal compliance related issue, Vessel / Boat to be replaced with Equivalent Specification within 24 hr.

#### **3.29.2 Passengers**

Having the proper/suitable arrangement/facility (all not limited to basic and safety requirements) for the transportation of the Passengers from onshore to offshore and offshore to onshore. The maximum number of passengers will not exceed 12. Personnel movement will be made from vessel to offshore platform by making the vessel alongside the platform in safe and responsible way.

#### **3.29.3 Bulk**

Bulk Storage is required for the transport and delivery of bulk materials such as Diesel and Water. The supply vessel shall supply all necessary hoses & pumping facility to transfer bulk products to the platform.

#### **3.29.4 Cargo**

Deck space to transport Equipment, Baskets and other load will be required.

## **SECTION – 4**

### **SCOPE OF WORK**



## 1.0 Introduction:

Sun Petrochemicals Private Limited (SunPetro) incorporated in 1995, has diversified to the upstream hydrocarbon business in oil & gas sector. SunPetro is owned by the promoters of Sun Pharmaceuticals Industries Limited. Sun Pharmaceuticals is the 4th Largest Pharmaceutical Company in the World. Marking establishment in 156 countries & Manufacturing plants in 48 locations worldwide.

The Hazira oil & gas facility has been in operation since 1995. It was started as a GSPC – Niko Resources joint venture. Sun Petrochemicals Pvt. Ltd (SunPetro) took over from Niko Resources on 1st Oct'2017 and is presently the operator of the facility with 100 % PI.

The Hazira Field is located 25 km southwest of Surat near Hazira village in Chorayasi Taluka, Surat District, Gujarat, of the 49.7 km<sup>2</sup> of field area, approximately 45.6% lies offshore with the remaining 54.4% onshore. The Hazira contract area pertains to offshore and onshore regions, located in the Cambay Basin along the south-eastern part of the Gulf of Khambhat, west coast of India.

The Hazira peninsula bound on the east by the Tapi River and on the west by the Arabian Sea. The Hazira Gas Plant is located approximately 1 km south-west of Hazira village. The region is comprised of rural/residential and industrial zones.

In recent years there has been significant industrial development in the region, with the majority of it occurring on reclaimed lands. The region now has many different types of industrial facilities, and the Gas Plant site now has adjacent neighbors including Adani Hazira Port Private Limited (AHPPL), Shell LNG Terminal, Essar Steel and Essar Port.

## 2.0 About the Field:

### Offshore Platform:

Hazira offshore platform is considered as standalone platform with a conventional fixed jacket type substructure and topside with a three-level deck. The substructure is a six legged installed at a location with six main piles through the legs. The topside is a six-legged, three level trussed structure designed to install as a single lift module. Offshore platform consists of gas wells & related operation.

The platform is located in the Bay of Cambay (Lat. 21 deg.03' 42.1" N - Lon 72 deg. 36' 56.6" E) is in 12 meters of water depth. The loading/offloading point will be decided and arranged by the Contractor (in the Hazira sea bay only) on its convince so that the timely service will be provided. However, this arrangement may undergo change as per the Company's decision.

The Platform mentioned here is the manned Platform. The Vessel is required for Material and Manpower Movement and in other time as a safety standby near to platform (as instructed by the Company Representative). The vessel has to follow the instruction of the Company representative and locate itself as instructed.

## 3.0 Objective:

Objective of the contract is of Hiring of agency / contractor for supply of OSV (Offshore Support Vessel) /Boat to provide services for transportation of material & manpower to and fro offshore platform. For this purpose, a suitable agency is required & to be finalized through a competitive bidding process for complete scope of services (SOS). This detailed document specifies and describes the duties, obligations and work to be performed.

## 4.0 Scope of Services

### 4.1 Logistics Overview

- a) Contractor has to provide Offshore Supply cum Supporting Vessel(s) Services, to support production activities in the Hazira Offshore Production platform. Contractor will ensure compatibility of vessel(s) and continuity of all required services.

- b) Contractor has to arrange for the loading point at Hazira (any point in Hazira Channel), Gujarat.

**The sea conditions in the Hazira field are adverse, with strong currents and, together with tides, can affect significantly logistic supply by boat to the offshore platform.** Dock facilities at other ports may also be used for shipment of urgent freight consignment, spares, etc. The offered vessel shall be capable of working in the above stated tidal and environmental conditions on a continuous basis.

## 4.2 OSV/Boat Requirements by SunPetro

Contractor shall provide the equipment and services of one offshore supply vessel, in support of offshore production operations.

The Vessels duties shall include but not be limited to the following:

1. The transport of material, equipment, portable water, diesel and dry bulk, chemicals, etc.
2. Patrolling around platform.
3. Search and rescue operations during Emergency
4. Support to oil spill response
5. Service support if required for Company other Contract / Sub Contractor.
6. Location surveying and marking.
7. Field transfer and transport of personnel.
8. Accommodation for Company personnel or Company's subcontractors personnel as and when needed.
9. Standby arrangement during any major/emergency work in offered vessel.
10. Audit of the vessel as per quality management plan

The Contractor has to note that the Platform is producing & handling flammable Oil & Natural Gas. The total transfer of the Material and Manpower shall be made by making the vessel alongside the Platform (in a safe way) at the boat landing area.

Vessel Master must take all precautions to make the transfer safe & smooth.

**Operating Port:** Following port available nearby platform for operating vessel as per requirement. Contractor has to arrange transport facility from below port area to platform for day-to-day operation.

1. Deendayal Port Authority (DPA) to platform & Vice versa
2. GMB, Magdalla to Platform & vice versa
3. AHPPL to Platform & vice versa,
4. AM/NS (earlier Essar) port to platform & vice versa.
5. LBPD Jetty, in emergency or if feasible

**Note: Deendayal Port Authority (DPA) is the first choice of the company for movement to platform and vice versa**

## 4.3 Transportation, Food and Lodging

Contractor shall arrange transportation of Food box, Material, Diesel and Water etc.

Contractor shall arrange transportation for personnel for crew change, and mobilization of additional personnel between their base and the Platform.

## 4.4 Customs, Immigration and Import Clearances for Contractor's Equipment and Personnel.

Contractor shall arrange and pay all costs associated with Customs, Immigration and Import Clearances for Contractor's Equipment and Personnel and their belongings, including but not limited to work permits, entry/exit visas, import and export duties and taxes.

## 4.5 Pollution Control Responsibility

The Contractor shall accept full responsibility for compliance with all applicable laws and Government Orders, Rules and Regulations as amended/in force from time to time relating to pollution. Contractor shall comply with the followings:

- I. Solid waste, such as tins, bottles, edible garbage, empty paint buckets or any form of trash as classified under 'non-hazardous' category must be disposed of to appropriate locations to his own container/Vessel in appropriate manner/ or in accordance with applicable statutory laws/ SunPetro policy.
- II. All waste oil, greases, waste paint or any chemicals as classified within 'hazardous' category shall be disposed by contractor in appropriate manner/ or in accordance with applicable statutory

laws/ SunPetro policy.

- III. Contractor shall clean up and remove any pollution resulting from its non-compliance with the provisions of this section, at his cost and expense, and if the Contractor fail to do so, SunPetro may clean up and remove the pollution in which case the Contractor shall reimburse SunPetro the cost of such clean up and removal upon receipt of bill thereof.

#### 4.6 **Compliance /HSE Requirements Related to Supplied OSV/Boat:**

Mandatory compliance /Safety requirement shall be fulfilled by contractor with best industry practice.

- Registry of vessel
- Marking of inland vessels
- Naval Security Clearance (NSC)
- Certificate from Ministry Of Defense (MOD) from DGH
- EPIRB & SART to be available at vessel.
- Insurance of the vessels
- Vessels should have valid survey certificate.
- Certificate of Competency License of master's & engineers as per horsepower of vessel
- Crew to be trained in Fire Fighting, Personal Sea survival Techniques, First aid.
- Crew to be medically fit provided with the valid certificates and supporting investigation copy.
- All loose gear of the towing equipment, like shackles, rings, wire and ropes shall be delivered with a work test certificate.
- Exhaust outlets from diesel engines shall have spark arrestors.
- The ship's side in way of the rescue zone shall be free of any obstruction, like for example, fenders.
- Lighting shall be available along the rescue zone capable of providing minimum illumination level of 150 lux at the rescue zone and 50 lux at 20 m from the vessel.
- A searchlight shall be available on each side and operated from the navigation bridge. The searchlights should be able to provide an illumination level of 50 lux in clear air, within an area not less than 10 m diameter, to a distance of 250 m.
- The vessel shall be equipped with at least one fast rescue boat of type complying with IMO MSC/Circ.809, arranged and maintained to be permanently ready for use under severe weather conditions. The launching arrangement shall be a SOLAS approved type.
- GPS, RADAR, Mariner Compass using for vessel movement, Certificate of Calibration or Fitness to be made available.
- AIS Class-B Transponder Certificate of Calibration or Fitness to be made Available.
- Eco Sounder Device to be in working condition.
- Anchor Chain Assembly Certificate of Fitness to be made available.
- Emergency Response Plan pertaining to Vessel to be made Available and drill record to be maintained.
- SOP pertaining to the Operations & Maintenance to be made available.
- Fire extinguishers to be made available with necessary hydro test and refilling certificates.
- Bilges Alarm to be functional and bilge water to be disposed as per norms.
- First Aid Kits to be fully equipped (i.e Sea Sickness Tablets, Dettol, Ointment etc)
- PPE like Coverall, Safety Glass, Safety shoes & life jacket to be made available to the crew. A life jacket shall be available for each passenger.
- Hazardous waste like Use Oil, Filters & Oily Waste to be disposed as per rules and regulations.
- Sanitary Facilities to be in good condition.
- Pest Control to be done on regular basis Record to made available.
- Living Quarters to be maintained in good condition with installed Air condition unit.
- Fire Alarm Panic button to be connected to main supply and with Battery Back-up if power fails.
- An intercom facility should be available.
- Fire hoses and fire hydrant system to be maintained.
- Required Life raft with necessary certificates as per norms.
- Proper Maintained of Food Supplies and potable water supplies to working crew.

#### 4.7 **ADDITIONAL SAFETY REQUIREMENT**

- The contractor shall ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

- All Contractor Personnel will go through the Company's Safety Induction Procedure and are required to familiarize themselves and to comply with Company's Standard Work Practices (SWP's) before startup of the work.
- Contractor shall have proper first aid supplies available on the vessel so that prompt first aid services can be provided to any person who may be injured on the job site.
- All Lifting Equipment Tools & Tackles shall have a valid certificate issued by a competent third party & copy of the same to be produced during inspection.
- All electrical equipment used should be FLP and DGMS approved (Light fitting, motors, etc). All electrical equipment to be earthed as per IE rule 33 and 61 of the Indian electricity Rules 1956.
- The contractor shall ensure that all tools, extension cords and hoses are in good condition, with a ground fault or double insulation.
- Contractor shall ensure that all air hoses attached to a pneumatic/hydraulic tool are secured with an attachment device at every joint.
- The contractor shall adhere to all norms mentioned in HSE policy & Safety Rules of Company.
- Contractor shall ensure that all persons having access to the worksite shall at all times wear all appropriate safety equipment and the following safety equipment as a minimum:
  - Protective head gear that meets Indian Standard IS 2925: 1984
  - Eye protection that Indian Standard for occupational and educational eye and face protection IS 2553: Part 1: 1990. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.
  - Hearing protection IS 9167: 1979 which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
  - Boiler suit should be full sleeves and Flame Retardant as per EN 531 & EN 533.
  - Safety Shoes as EN-345-1 IS-15298 with Steel toes to be provided to workers.
  - Full Body Safety Harness IS 3521: 1999 with third party inspection certificates.
  - Safety Hand gloves (Leather/Cotton) as per IS 6994: Part 1: 1973.
- The contractor shall develop emergency procedures in cooperation with the Company. The contractor shall keep an up-to-date list of emergency numbers, including the Company's emergency numbers.
- Contractor shall, in the event of any incident or accident, notify Company and, following discussion with Company, notify governmental agencies in writing as soon as possible and shall not disturb the accident scene until the investigation has been completed, unless it is necessary to do so in order to avoid exacerbating the injury or to prevent a recurrence of the accident.
- Any loss/Damage to tug/vessel due to any reason during transit/standby duty shall be borne by contractor.
- Non-compliance with the standards set out in this document and the applicable legislations and regulations etc. will not be acceptable to the Company. Failure by Contractor, subcontractors, or workers to respect established safety requirements may lead to temporary stoppage of work, immediate suspension or termination of Contract, subcontractor or worker at fault, closure of the site until the situation is corrected or even removal of the Contractor, subcontractor or worker from the worksite.

#### **4.8 Safety, Compliance with Company Policies and Special Conditions**

The contractor shall ensure all contractor's personnel comply with the spirit & intent of company's environment, health & safety and contracting policies and other policies & instruction that may be issued by company from time to time. Contractor must ensure following term & condition but not limited to-

- 4.8.1 The Contractor shall comply with permit system, safety & security rules and regulations and other rules, laid down by SunPetro at Work Site. It shall be the duty/ responsibility of the Contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his workers/ supervisors etc.

- 4.8.2 Before deploying the said personnel, Contractor will furnish complete biodata including qualification experience etc., along with the proficiency certificate/trade certificate for supervisors/skilled workers to the authority deputed for aforesaid job.
- 4.8.3 The Contractor must ensure that all the personnel involved in the work should have mandatory training as applicable (like First aid, Safety and firefighting and Survival at Sea etc.) for their employees working at offshore services/ platform before their mobilization.
- 4.8.4 Contractor's Personnel shall wear the above protective equipment when working on and around the Platform and loading base.  
Contractor shall ensure that all the safety procedures/policies/standards of Company and contractor are implemented and followed by Contractor's Personnel. Contractor shall provide the following protective equipment to its Personnel but not limited to:
- Life Jackets
  - Safety Helmet
  - Safety Shoes
  - Coverall
  - Wet weather clothing
  - Protective gloves
  - Hearing Protection
  - Eye Protection
  - Skin Cleanser and Barrier cream
  - SOLAS/IMO rules & regulations to be followed.
- 4.8.5 Contractor, Operators and Masters of vessels are responsible for the safety of their crews and Vessels at all times. The Master has the authority to decide whether any operation affecting the Vessel should proceed or terminates and should question any instructions from installation or quayside personnel, which may create a hazard to the crew or vessel.
- 4.8.6 In general, vessels are prohibited from entering the 500 metres zone around the installation area, other than Material and Personnel Movement. Support vessels are allowed to enter but should only do so after consultation with the Offshore Installation Manager, to ensure that they do not endanger any other operations being carried out. OIMs should demand the modification or termination of any support vessel activity, which they regard as hazardous.
- 4.8.7 It is the responsibility of all persons on the Vessel working in the offshore industry not to do anything likely to endanger the safety, health or welfare of themselves or other persons on or near the vessel or to render unsafe any equipment used on or near the vessel; to co-operate with the employer and any other persons on whom a duty or requirement is imposed so far as is necessary to enable that duty or requirement to be performed or complied with; to report immediately to the appropriate responsible person any defect in any equipment, which appears likely to endanger the safety, health or welfare of persons on or near the vessel or the safety of the vessel and any equipment used with it.
- 4.8.8 Contractor shall ensure safe loading/unloading and sea transportation of materials, contractor shall bear cost for any damage/loss of materials during loading unloading at port and sea transportation.
- 4.8.9 Contractor shall arrange proper replacement of vessel crew at intervals as per SOLAS/IMO regulations.

#### **4.9 Documentation**

The following documents, as applicable, shall be available with Vessel:

- Certificate of Registry / Registry of vessel
- Certificate of Class
- Naval Security Clearance
- Certificate of Survey
- Certificate from Ministry of Defense (MOD) from DGH
- Wireless Communication Certificates (by govt. Authority)
- Life raft Certificate
- Marking of inland vessels
- International Load line Certificate
- Cargo Ship Safety Equipment Certificate

- Cargo Ship Radio Certificate
- Cargo Ship Safety Construction Certificate
- International Oil Pollution Prevention Certificate
- Specified Period License
- Vessel Specification
- Date of next Survey
- Third party inspection report for vessel.
- Waste disposal plan.
- Information pertaining to medical facilities.
- Information pertaining to Personnel Tracking system.

#### **4.10 Additional Requirement:**

- Marine Hull Policy
- Inspection and Test Certificate for E.P.I.R.B. (emergency position indicating radio beacon) (Required in accordance with SOLAS 1988 Amendment, Ch. IV/15.9 MSC.1/Circ.1040/Rev.1 & MS DSRC Rule 1995, Scheduled III (3) (a))
- Inspection and Test Certificate for S.A.R.T. (search and rescue transponder)
- The following minimum safety equipment shall be provided when the vessel has a gross tonnage less than 500:
  - a) one daylight signalling lamp.
  - b) six lifebuoys, 4 being with a self-igniting light and buoyant line (SOLAS approved type)
  - c) one SOLAS type approved immersion suit for each crew member.
  - d) one SOLAS type approved lifejacket for each crew member plus 25% of the number of survivors for which the vessel is intended to carry.
- Fire Pumps to be functional and record of testing to be available.
- Fire extinguishers to be made available with necessary hydro test and refilling certificates.
- Required Life raft with necessary certificates as per norms.
- Properly Maintained Food Supplies and potable water supplies to working crew.

#### **4.11 Quality Assurance Files**

The following data shall be available with Vessel:

##### **a) Preventative Maintenance/Inspection**

The contractor shall provide a documented procedure that details the Preventative Maintenance and Inspection program in operation for all supplied equipment.

##### **b) Organization File**

The contractor shall provide an Organization File that shall include the following:

- Local organization of support for well site activities.
- Reporting relationship at the well site and Contractor office.
- Interfaces with both contractor and Company
- All contact numbers of key personnel (24 hour)

## **SECTION-5**

### **TECHNICAL SPECIFICATIONS**



### Technical Specifications.

No.	Description	Basic Specification & Quantity
<b>1</b>	<b>GENERAL INFORMATION</b>	
1.1	Flag	Indian
1.2	Type of Vessel	Passenger & Material Transfer Boat
1.3	Class	As per requirement
1.4	Date of next schedule for Dry-docking	On or After 1 <sup>st</sup> April-2026 ( As per applicable standard)
1.5	Design Life	As Per Applicable Standard
<b>2</b>	<b>CHARACTERISTICS</b>	
2.1	Year of Build	On or after Jan-2012
2.2	Length	About 20 m
2.3	Draft at required weight	About 1.5m
2.4	Minimum Deck Space	About Area: 25 Square Meter Minimum Width: 5 Meter
2.5	Bottom of Vessel	Flat Bottom
<b>3</b>	<b>MACHINERY</b>	
3.1	Main Engine (HP)	Bidder to Specify
3.2	Generator Set	Bidder to Specify
<b>4</b>	<b>PERFORMANCE</b>	
4.1	Speed	Bidder to Specify
4.2	Propeller	2 nos
<b>5</b>	<b>MAN &amp; MATERIAL HANDLING</b>	
5.1	Certified Carrying Capacity (Minimum)	12 PAX + Crew
5.2	Material Handling	Maximum Capacity: 10 T (dead Weight Tonnage)
5.3	Water Bunkering	Minimum: 30 T or Bidder to Specify
5.4	Diesel Bunkering	Minimum: 20 T or Bidder to Specify
<b>6</b>	<b>SAFETY &amp; FIRE FIGHTING</b>	
6.1	Life Raft	As per SOLAS / Flag Requirement
6.2	Life Jackets	
6.3	Life Buoys	
6.4	First Aid Kit	
6.5	Fire Extinguisher	
6.6	Fire Alarm	
6.7	Breathing Apparatus (30 minutes)	
6.8	Fire Bucket	
6.9	Fire Pump	
6.10	Fire Hoses	
<b>7</b>	<b>Navigation, Surveillance &amp; Communication Equipment</b>	
7.1	Radar	1 no
7.2	AIS	1 no
7.3	VHF Radio	1 no
7.4	GPS	1 no
7.5	Magnetic Compass	1 no

7.6	Siren	1 no
7.7	Search light	2 no
7.8	Day & Night vision binocular	1 no
7.9	Gyro compass	1 no
7.10	Walkie talkies	2 no
7.11	Loudhailer	1 no
7.12	Electric whistle	1 no
7.13	Auto pilot	1 no
7.14	Eco sounder	2 no
7.15	Direction finder	1 no
7.16	EPIRB	1 no
7.17	Anemometer	1 no
7.18	MF / HF trans receiver	As per requirement / regulation
7.19	Emergency Auto alarm receiver	As per requirement / regulation
7.20	Radio set including MM/GMDSS set	As per requirement / regulation
<b>8</b>	<b>Compliance / HSE</b>	
8.1	Registry of Tug	
8.2	Marking of Tug	
8.3	Certificate of class	
8.4	Naval Security clearance	
8.5	EPIRB & SART	
8.6	GPS, RADAR system.	
8.7	Fire alarm facility.	
8.8	Certificate from Ministry of Defence from DGH.	
8.9	Intercom Facility	
8.10	Eco Sounder	
<b>9</b>	<b>Other Requirements</b>	
9.1	Kitchen room	
9.2	Storeroom	
9.3	Refrigerator	For company food material storage and transportation
9.4	Deep freezer	For company food material storage and transportation
9.5	Ladder	
9.6	DG Set	
9.7	Boat fender	
9.8	Navigation search light	
9.9	Sanatory provision	
9.10	Waste storage area	
9.11	Fire sensing element & alarm	
9.12	LED TV	
9.13	Ventilation & AC	

9.14	Tow hook mechanism	
9.15	Muster Point	
9.16	Firefighting network	
9.17	Communication system	
9.18	Navigation system	
9.19	Rest Room	
<b>10</b>	<b>Rules &amp; Regulations</b>	
10.1	International tonnage 1969	
10.2	SOLAS 1992	
10.3	IMO guidelines	
10.4	Indian Merchant shipping Rule	
<b>11</b>	<b>Electrical Equipment</b>	As per requirement

## **SECTION – 6**

### **BID EVALUATION CRITERIA**

## **6.1 TECHNICAL EVALUATION CRITERIA**

### **6.1.1 Bid should be complete in all respect covering all the scope of work and should conform.**

to the technical specifications indicated in the bid documents. Incomplete and non-conforming bid to the specifications will be rejected.

### **6.1.2 The bidder has to quote for Hiring of Vessel/Boat**

The bidder should meet the following criteria:

- a. The bidder should have minimum (Five) years (prior to March- 2023) experience in providing Vessel Service for Offshore Platform, Offshore Drilling Rig, FPSO, Patrolling Boat service.
- b. The bidder should have executed at least 2 (two) contract(s) in the last 5 (five) years (prior to 31<sup>st</sup> Mar 2023)
- c. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on Services provided of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down above.
- d. In case the bidder is a Joint Venture company, the following requirement should be satisfied by the bidder:
  - i. The leader of the JV should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender including all interface risks of services / equipment being provided. This confirmation should be submitted along with the techno-commercial bid.
  - ii. All the members of the JV must undertake in their MOU that each party shall be jointly and severally liable to Sun Petro for any and all obligations and responsibilities arising out of this contract (if awarded).
- e. If BIDDER or their associates has any past work experience with SUN Petro then bidder should produce certificate of satisfactory work completion / performance. Poor performance or any pending dispute, due to any reason whatsoever, by the bidder or their associates, may result in outright rejection of their bid.

## **6.2 COMMERCIAL EVALUATION CRITERIA**

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

### **6.2.2 Submission of Bid**

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

### **6.2.3 Acceptance of Terms & conditions**

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

### **6.2.4 Offer of following type shall liable for rejection:**

- a. Fax / e-mail / Xerox/photo/scanned copy offers.
- b. Offer made by Agent /retainer/consultant / Representatives /Associates / of the foreign principal
- c. Offer do not conform to validity period as per ITB.
- d. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB.
- e. Offer without valid GST registration.

- f. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST credit benefit (wherever applicable) in respect of the payment of GST, Excise Duty, service tax etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty, GST
- g. 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 are not meeting Mobilization period.
- j. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

### **6.3 FINANCIAL CRITERIA**

- 6.3.1** The bidder should have an average yearly turnover for last three financial years (2020-21, 2021-22, 2022-23) more than INR Rupees 1,50,00000 /-(Rs. One crore Fifty Lacs)
- 6.3.2** Net worth of the bidder should be positive.
- 6.3.3** Copies of certificates to be submitted: Valid PAN Card, VAT Registration certificate (if applicable), Goods and Service Tax Registration Certificate.
- 6.3.4** The company should have been registered under the Companies Act and should have the relevant Certificate pertaining to labor license, PF, ESI, WC etc.

### **6.4 GENERAL**

Bidders to note the followings:

- 6.4.1** In case the bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall has discretion to reject the offer on account of such exception.
- 6.4.2** In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.

## **SECTION – 7**

### **RESPONSIBILITY MATRIX**



## RESPONSIBILITY MATRIX

Sl. No	Description	SunPetro	Contractor	Remarks, agreeable or not (Y/N)
<b>1.0 PERMITS / CLEARANC</b>				
1.1	Vessel / Boat certification as per regulations	x	√	
1.2	GMB, VTMS, Custom, Marine Police, Port and other statutory clearance/approval for Material & Passenger movement from Jetty to platform and vice versa	x	√	
1.3	Statutory & Legal compliance of Vessel / Boat as per various regulations.	x	√	
1.4	Vessel NSC and MOD certification.	x	√	
<b>2.0 UTILITY</b>				
2.1	Fuel, Lube Oil, Portable/Drinking Water, Food	x	√	
2.2	Lifting Equipment for handling Cargo on deck	x	√	
<b>3.0 SPARES AND CONSUMABLES</b>				
3.1	Spares & Consumable	x	√	
<b>4. MANPOWER</b>				
4.1	Sourcing of Crew Manpower	x	√	
4.2	Boarding & Lodging of Crew members	x	√	
<b>5. VESSEL / BOAT NOT FIT FOR PURPOSE</b> [Engine Breakdown / Non-Compliance of Legal requirement / some other reason]				
5.1	Alternative arrangement of Vessel / Boat	x	√	
5.2	Inspection of boat	√	√	
<b>6. Safety equipment &amp; Training</b>				
6.1	On board safety equipment availability	x	√	
6.2	Personal onboard training & their rotation policy as per IMO/SOLAS or company guidelines	x	√	
6.3	Participation in MOCK drill with Mutual Aid partners	x	√	
6.4	Passenger safety briefing	x	√	
7	<b>Other</b>			
7.1	Loading & Unloading of Material manpower, food stuff, equipment, chemicals etc.	x	√	
7.2	Transportation of manpower, material, equipment, chemicals etc. from Hazira Jetty to Offshore Platform & Vice Versa	x	√	

## SECTION – 8

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

Sr. No.	Item Description	UOM	Unit Rate (INR)
1	Applicable from Month of October to May every calendar year except monsoon season: Monthly rate considering 6 (Six) round trips for transportation of personnel and material from offshore platform to port and vice versa in one month. Standby at 500 mtrs for balance period in the month on 24 hours basis every day near offshore platform or near the onshore jetty as per advice of the company and will provide supporting Service to Platform at the time of need. Patrolling around the platform. (Inclusive of all expenses and cost to cover entire work scope)	Per Month	
2	Applicable from Month of June to September every calendar year for monsoon season: Monthly rate considering 3 (Three) round trips for transportation of personnel and material from offshore platform to port and vice versa in one month. (Inclusive of all expenses and cost to cover entire work scope) During this period boat may be anchored at safe location i.e Ankush Point or Magdulla Jetty or any other place in Hazira region as convenient to contractor.	Per Month	
3	Additional or deductible charges per round trip, if boat round trips are more or less than as mentioned in Price schedule Sr.1 & Sr.2 in a respective month, monthly bill from the contractor shall be adjusted on pro-rata basis on this basis. (Inclusive of all expenses and cost to cover entire work scope)	Per trip	
<b>The Rate for the Optional service (which will be paid on actual bases)</b>			
4	Meals (per meal) per person	Each	
5	Full accommodation for Company personnel (inc. 3 meals) (per person per day)	Each	

**Note:**

1. Platform to jetty and return back to platform or vice versa will be considered as a one round trip.
2. The rates are exclusive of GST as applicable.
3. Per trip addition or deducting charges will be applied if the boat trips is above or less than as per Price schedule Sr. No.1 & Sr. No. 2 in a respective month.
4. Deendayal Port Authority (DPA) is the first choice of the company for boat movement to platform and vice versa.
5. Deployment is irrespective of Number of Trips.
6. In arriving at said sums, prices and rates, the Contractor shall be deemed to have taken account of all components of the Contract and any other matters, which affect said sums, prices and rates. So, the Pricing are inclusive of all but not limited to....
  - ✓ Vessel Hiring Charges
  - ✓ Vessel Operating & Maintenance Charges (Inclusive of all but not limited to Fuel, Lubricants, Manpower, Tools, Tackles, Maintenance, etc)

- ✓ All costing related to Approvals, Certification (as required by International, National / Indian Govt. Controlling and operating authorities and any local state / port Authorities) as mentioned in Scope of Work.
- ✓ All cost to maintain the safety standard as per the Govt. Controlling Authorities and Company Safety Policy
- ✓ All cost related to Port charges and loading and offloading facility for the Material and Manpower Movement
- ✓ All cost related to alternative (of same or higher standard) Vessel in case of Breakdown or Maintenance
- ✓ All cost related to port charges, launch hire, lights, solid ballast, tug assistance, Consular charges canal, dock and other dues and charges including any foreign general municipality or state taxes, (including income, corporate and receipts taxes) other than those of the nation of the Vessel's registry or any political subdivision thereof, all dock harbor and tonnage dues at the ports of delivery and re-delivery, agencies and commissions incurred on Company's business, costs for security or other watchmen, expenses of fumigation including deratisation and extermination of vermin, and of quarantine if occasioned by the nature of the goods carried or the ports visited whilst employed under this Contract but not otherwise, and cleaning of cargo tanks
- ✓ All cost related to customs or import duties arising in connection with any of the foregoing and all other charges, taxes and expenses whatsoever relating to the Vessel, including but not limited to those required to maintain and keep the Vessel, its hull, machinery and equipment in a seaworthy and efficient state.
- ✓ All cost related to port charges, agency fees, commissions, canal dues, docking dues, compulsory pilotage, light dues, Vessel assistance and consular charges required for inward clearance of the Vessel prior to its delivery and all outward clearances during its redelivery at the end of Charter Period
- ✓ All cost to obtain all permits, approvals and authorities necessary to permit the operation of the Vessel in Indian waters and shall lodge all bonds, cash deposits or similar requirements laid down by any authorities having jurisdiction over the Vessel in such waters and whilst engaged on the activities described in Contract hereof.
- ✓ The cost related to necessary arrangement for dunnage, uprights and shoring equipment for securing deck cargo, all cordage including such as is required for securing to any drilling rig or other offshore installation or as is necessary as a result of any special requirement of Harbour Authorities, but excluding such as is required for ordinary ships mooring alongside in harbour, and all ropes, slings and special runners including bulk cargo discharge hoses actually used for loading and discharging.
- ✓ The company will not pay anything extra except the mentioned quoted rate in price schedule.

## SECTION – 9

### PERFORMANCE MEASUREMENT

Contractor shall be penalized / rewarded based on the performance during the operations using the following mapping parameters:

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

#### 9.1 Performance Measurement & Monitoring on Monthly Basis

No	Performance Indicator (Monthly Average Basis)	UOM	Limiting Value	Weightage	Actual Score based on prorata	Score
1	Compliance of Legal requirement up to date.	Y/N	Y / N	20 / 0		
2	Waste Management as per MARPOL	Y/N	Y / N	20 / 0		
3	Communication system availability	Y/N	Y / N	20 / 0		
4	Critical Equipment availability $\geq 95$ %	Y/N	Y / N	20 / 0		
5	Response on demand [Within 1 hr.]	Y/N	Y / N	20 / 0		
<b>Total Monthly Score achieved (%)</b>						

#### 9.2 Incentives

- Minimum Expectation of Performance Level  $\geq 90$  %.
- Incentive will be given if Contractor scores the marks  $\geq 95$ %.
- If the monthly performance is  $\geq 95$ % consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.

#### 9.3 Penalties:

- I. The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by Sun Petro representative. Suitable action shall be taken by the Contractor for any observation by Sun Petro representative within 48 hours. In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day until action is taken.
- II. Performance shall be evaluated on a Quarterly Basis. Penalty shall be imposed if the overall performance is below  $< 90$  %. In the event of performance below expectation (Expected Performance  $\geq 90$  %),

**Contractor shall be penalized Rs.5000/- for the quarter. (One time)**

#### PENALTY

No	Description	Amount in INR
1	Vessel / Boat left location without permission	Rs. 10,000/-
2	Equipment Major Breakdown & Vessel / Boat not repaired within 24 hr.	Rs. 10,000/-
3	Non availability of Vessel / Boat at site	Rs. 10,000/- + PRORATA basis

No	Deviation / Non-confirmative / Violation	Penalty / Incident
1	Master/crew found under influence of Alcohol / Drug	Rs. 500 /-
2	Vessel reported late more than. $\geq 1$ hr < 2hr.	Rs. 500 /-
3	Vessel reported late more than. $\geq 2$ hr	Rs.1000/-
4	Vessel Breakdown, alternative Vehicle not provided within 24 hr.	Rs. 500 /-
5	Master/crew misconduct	Rs. 500 /-
6	Performance Index < 90 %	Rs. 1000 /-

## SECTION-10

### ANNEXURES

ANNEXURE-1	Bidder's Response Acknowledgement Form for Receipt of Tender Document
ANNEXURE-2	Bid Bond Format
ANNEXURE-3	Check List Prior to Bidding
ANNEXURE-4	Exception / Deviation / Conditions Performa
ANNEXURE-5	CUT-OUT SLIP for Un-priced Technical Offer
ANNEXURE-6	CUT-OUT SLIP for Priced Offer
ANNEXURE-7	CUT-OUT SLIP for outer 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 & 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, Mumbai – PIN- 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.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 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 PO, 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 Purchase Order (PO) award  
 decision.

The sum shall become payable to by 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 Purchase Order  
 (PO) 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 PO.
- 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 Purchase Order (PO) / Contract / LOA 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?  
  
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 the 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 Purchase Order (PO) / Contract / LOA for the first thirty-six (36) months and 12 months 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 PO.  
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model PO.  
YES / NO
12. Confirm acceptance of Liquidated Damages provision as per the Model PO.  
YES / NO
13. Confirm acceptance provision for Arbitration as per Clause of the Model PO.  
YES / NO
14. Confirm acceptance Taxes and Duties provision as per of the Model PO.  
YES / NO
15. Confirm whether Unpriced Technical bid with all ANNEXURES and enclosures have been furnished in duplicate (1 Original + 1 copy) in a separate sealed cover. Ensure that the 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 the bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initiated by the bidder

YES / NO

18. Has the bidder ensured that all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?

YES / NO

19. Bidder ensured that proof of the signing authority.

YES / NO

20. Does the bidder accept bid validity period?

YES / NO

21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.

YES / NO

22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as ANNEXURE 4 and attached with the 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 cognizance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. –

Technical Part (attach to Unpriced Techno Commercial Bid)

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

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: \_\_\_\_\_

**ANNEXURE -5**  
**CUT-OUT SLIPS FOR 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; Supply Chain Management</b> <b>SUN PETROCHEMICALS PRIVATE LIMITED</b> 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Phone No: +91-9727780019 Kind Attn: Mr. Nihit Jain
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**(To be pasted on the outer envelope containing UNPRICED OFFER)**

=====

**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: \_\_\_\_\_

(Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Phone No: +91-9727780019 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: \_\_\_\_\_

Bidder's Details)	Head-Commercial & Supply Chain Management SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Phone No: +91-9727780019 Kind Attn: Mr. Nihit Jain
-------------------	--

(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 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. (Hereinafter referred to as **"Company"**).

**WHEREAS:**

- (1) By an Purchase Order (PO) / LOA / Contract for----- (here in after referred to as the **"PO"**) 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 PO.
  
- (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) up to \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) being 20% of **the estimated / Annualized Purchase Order (PO) / Contract value**, as guarantee for the obligations of the Supplier to perform the Work in accordance with the PO / LOA / 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, Purchase Order (PO) / LOA / 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 six months after the completion / termination of the PO / LOA / 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 assigned 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	:	_____

**ANNEXURE -9**  
**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

## **ANNEXURE - 10**

### **CUSTOMS NOTIFICATION**

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

**ANNEXURE - 11**  
**CHECK LIST POST 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
- d. GSTN Certificate
- e. Cancelled Letterhead
- f. Cancelled Cheque
- g. Company Registration Certificate

**ANNEXURE-12**

**PROVISIONAL ACCEPTANCE CERTIFICATE**

Contract / LOA / Purchase Order (PO) NO: .....

Date: .....

DESCRIPTION OF SUPPLIES / SERVICE:

.....

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

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

(COMPANY)

Name

Designation

Signature

Date

## **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/ SERVICES**

.....

The above SERVICE /SUPPLIES have been finally accepted on behalf of -----  
-(COMPSNY) 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 TENDER DOCUMENT**