

REQUEST FOR QUOTATION (RFQ)

For

Hiring of Crude Oil Tanker Services

for

Transportation of Crude Oil on Callout Basis

for

SunPetro's Oil & Gas Fields in Gujarat

Tender No. :SunPetro/Gujarat/Crude Oil Tanker/2020-21/SPPL-035



SUN PETROCHEMICALS PRIVATE LIMITED
(SunPetro)

**17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai - 400093, Maharashtra [INDIA]**
Phone No: +91-22-66455900/ 66455703
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SECTION- 1

REQUEST FOR QUOTATION (RFQ)

Sun Petrochemicals Private Limited

(SunPetro)

COMMERCIAL & SUPPLY CHAIN MANAGEMT

17/B, Mahal Industrial Estate, Mahakali Caves Road,

Andheri (East), Mumbai - 400 093. India

TEL: (91-22) 4227 4227/ 6645 5645, FAX : (91-22) 6645 5685

CIN: U4219GJ1995PTC028519

Ref. No. SunPetro/Gujarat/Crude Oil Tanker/2020-21/SPPL-035

Dated: 30.12.2020

REQUEST FOR QUOTATION (RFQ) / TENDER

Sub: Hiring of Crude Oil Tanker Services for Transportation of Crude Oil on Callout Basis for SunPetro's Oil & Gas Fields in Gujarat

Ref: RFQ No.: SunPetro/Gujarat/Crude Oil Tanker/2020-21/SPPL-035

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 RFQ in accordance with the requirements & details as stated in this RFQ 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 RFQ / 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 envelopes. Both envelops 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 / RFQ No.	SunPetro/Gujarat/Crude Oil Tanker/2020-21/SPPL-035
2]	Title of Tender	Hiring of Crude Oil Tanker Services for Transportation of Crude Oil on Callout basis for SunPetro's Oil & Gas Fields in Gujarat
3]	Brief Scope of Work	Lifting of Crude Oil from site, Transportation & Unloading at various sites in Gujarat. Initial requirement is for Bhaskar Field in Khambhat and Hazira Field. Detailed scope of work & specification are at Section - 4 & 5 of Tender Document. However SunPetro reserves right to use the Contract for SunPetro's other field in Gujarat.
4]	Bid Validity	One Hundred and twenty (120) days

5]	Tender Closing Date & time	18/01/2021 at 15:00 Hrs. IST
6]	Address For Correspondence /Tendering Office/ Tender Submission	OFFICE OF HEAD –COMMERCIAL & SUPPLY CHAIN MANAGEMENT (SCM) SUN OIL & NATURAL GAS (SunPetro), SUN PETROCHEMICALS PVT. LTD. 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai– 400093. Maharashtra (India). Phone No: +91-22-66455900 / 66455745 <i>email:</i> nihit.jain@sunpetro.com
7]	Mobilization Period	WITHIN 1 DAY FROM ISSUANCE OF CALLOUT NOTICE
8]	Contract Period	2 YEAR WITH PROVISION FOR EXTENSION UPTO 1 YEAR
9]	Terms & Conditions of Contract	As per Section-3
10]	Bid Submission	Hard copies of 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 to be submitted at “Tendering office“ on or before Tender Closing Date & Time : ENVELOPE-I: Technical & Un-Priced Commercial Bid ENVELOPE-II: Priced Commercial Bid
11]	Bid Bond / Bid Security	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-3 drawn from a Nationalized / Scheduled bank as listed at ANNEXURE-2 for an amount Indian Rupees : 25,000/- Note: In lieu of bid bond, bidder can also submit DD /Pay order. DD / Payorder shall be governed by Bid Bond terms and conditions. DD / Payorder to be issued in the name of “ Sun Petrochemicals Private Limited ” payable at Mumbai.

NOTE:

Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to comply with BEC & RFQ terms & conditions.

1.2. Pricing Strategy

Bidder is to quote strictly as per the ‘Price Schedule’ (Section-7) of this RFQ document.

1.3 Evaluation Strategy

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

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

1.4 Purchase Strategy

Single Order or Multiple Order at SunPetro’s discretion.

- 1.5** Bidders to note that Non-compliance with the RFQ instructions, except as permitted in the Bid and/or late arrival of Bid shall result in Bid not being considered.
- 1.6** Only bids submitted by bidders who have been issued RFQ by the Company shall be considered whereas unsolicited bid shall not be considered.
- 1.7 Acknowledgement of RFQ**
Bidder(s) receiving this RFQ are required to confirm in writing whether they intend to bid or not within two days from electronic issue of this document, stating the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

Further details are available in the RFQ Document for the compliance. We look forward to receive your bid complete in all respect on or before due date and time of bid submission.

Regards

Nihit Jain
Head- SCM

SECTION- 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

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 Submission of Bids

2.1.1 A two-Envelope single stage International Competitive Bidding (ICB) system, i.e., "Technical & Commercial Un-priced Bid" and "Commercial Priced Bid", shall be followed.

2.1.2 **Bids are to be submitted as follows:**

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

2.1.3 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.

2.1.4 Each of the "Technical & Un-Priced Commercial Bid" and "Priced Commercial Bid" shall be properly identified and separate envelope with subject line should mention "Technical & Un -Priced Un-priced commercial Bid" and " Priced Commercial Bid" with RFQ no.

2.1.5 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 superscripted as prescribed. The Bids shall be submitted to the following address:

Head – Commercial & Supply Chain Management

SUN PETROCHEMICALS PRIVATE LIMITED (SunPetro)
17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093. Maharashtra, India.

2.1.6 **Splitting of work**

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

2.1.7 **Performance Bank Guarantee**

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

2.1.8 **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)

2.1.9 **Right to accept or reject Bids**

Company may, at its discretion, reject any Bid or all Bids received or may accept part Bid which, in Company's sole judgement, is the most advantageous to Company.

2.1.10 **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 _____ 2019

BY AND BETWEEN

Sun Petrochemicals Industries Pvt. Ltd. a company organised and existing under the laws of India and having its head office at F.P. 145 , Ram Mandir Road, -Mumbai , Maharashtra ,India and 17/B, Mahal Industrial Estate, Mahakali Caves Road Andheri (E), Mumbai Maharashtra ,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 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 (ANNEXURE-) various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company , the Company shall pay to the Contractor at the rates accepted as per the said tender schedule (Attached at ANNEXURE-) and in terms of the provisions therein.

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

- 1] This Preamble of Contract
- 2] Articles of Contract (General Conditions of Contract)
- 3] Special Conditions of Contract

4] Specifications and Scope of services

5] ANNEXURES

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

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

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

.

Sun Petrochemicals Private Limited

(COMPANY)

(CONTRACTOR)

Signature _____

Signature _____

Name:

Name:

Title:

Title:

In presence of wetness

1)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)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” of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise. "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, ANNEXURES appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 3.1.2 “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.
- 3.1.3 “Approved and Approval” shall mean approved or approval in writing by the Company.
- 3.1.4 “Contract Administrator” shall mean the contract administrator so appointed by SunPetro.
- 3.1.5 “Contract Price” shall mean the lump sum prices and/or rates of payment specified in Price Schedule in *Section 7* and as may be indicated in the Price schedule, which SunPetro shall compensate, Contractor for the actual work executed and certified by SunPetro’s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- “Contract value” shall mean the estimated value of the payments that would be made to the Contractor for the duration of the Contract for the supply & services to be provided under the Contract including but not limited to the Mobilisation Charges, Demobilisation Charges, unit rates, standby rates, etc as applicable. This Contract Value will be the basis for calculation of Performance Bank Guarantee and other values referred to in the Contract or linked to contract value. The actual Contract Value (based on actual payment) is likely to differ from originally calculated Contract Value, however the originally calculated Contract Value will be the basis for various provisions under this Contract.
- 3.1.6 “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.

- 3.1.7 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 3.1.8 "Contractor" 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.
- 3.1.9 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.
- 3.1.10 "Contractor's Equipment" shall mean all the equipment(s), material, units etc. along with auxiliary, plant, 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*.
- 3.1.11 "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.
- 3.1.12 "Commencement Date" shall mean the date when the Contractor's equipment / services are tested, rigged up and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.
- 3.1.13 "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 3.1.14 "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.
- 3.1.15 "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 3.1.16 "Company Group" shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;
- 3.1.17 "Contract", "Agreement" or "Contract Document"
- 3.1.18 "Daily Operation Report" shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 3.1.19 "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- 3.1.20 "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 of access roads to the full satisfaction of the Company. SunPetro, will issue the de-mobilization letter for the services as and when requirement ends.
- 3.1.21 Deleted.

- 3.1.22 “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.
- 3.1.23 “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.
- 3.1.24 “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.
- 3.1.25 “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.
- 3.1.26 “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.
- 3.1.27 “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.
- 3.1.28 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.
- 3.1.29 “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.
- 3.1.30 “Logging Unit” shall mean the mobile unit capable of carrying out logging and perforation services along with consumables as defined in the Scope of Work.
- 3.1.31 “Mobilization” shall mean the actual mobilization of the Contractor’s 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.

- 3.1.32 “Operator” shall mean Sun Petrochemicals Private Limited(SunPetro) / Company
- 3.1.33 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro consortium as its consortium.
- 3.1.34 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 3.1.35 “Reservoir Monitoring Services” shall mean the unit and tools capable the reservoir pressure, temperature and fluid level in the well using echo meter as defined in the Scope of Work.
- 3.1.36 “Services” shall mean the services to be provided by the Contractor under the Contract as more particularly described in Scope of Work, to this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and SunPetro.
- 3.1.37 “SunPetro “/ “SPPL” shall mean Sun Petrochemicals Private Limited.
- 3.1.38 “SunPetro’s 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.
- 3.1.39 “SunPetro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SunPetro or its contractors.
- 3.1.40 “Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 3.1.41 “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.
- 3.1.42 "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-1 hereof.
- 3.1.43 “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.
- 3.1.44 “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.
- 3.1.45 “Vertical Wells” shall mean a well drilled with the intention of maintaining the well bore as close as possible to 90° to the surface of the earth.
- 3.1.46 “Well” shall mean either a Vertical or a Deviated Well or horizontal well.
- 3.1.47 “Well Depth” shall mean the depth (TVD / MD) of each Well as may be specified in SunPetro’s Completion Programme, which SunPetro may amend from time to time.
- 3.1.48 “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 SunPetro.
- 3.1.49 “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.

- 3.1.50 “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.
- 3.1.51 “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.
- 3.1.52 Deleted.
- 3.1.53 “Third Party” shall mean a person / entity which is not included in Company Group or Contractor Group.

3.2 **DURATION OF CONTRACT:**

- 3.2.1 Primary term of this contract shall be for a period of 2 year to be effective from date of mobilization with provision for further extension of Contract for a period of 1 year at same rates, terms and condition on sole discretion of SunPetro.

During the term of Contract, SunPetro reserve the right to utilize this contract in any other block in Gujarat where SunPetro is an operator at the same rates, terms and conditions of this Contract.

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

- Commencement date: Date of Mobilization on callout basis.
- Completion date of contract : Expiry Date of Contract
- Termination Date : Expiry of the Contract

3.3 **Services**

Additional Services requested by Company during contract period to complete the work shall be provided by Contractor. If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the contractor to the Company.

The Company has full right to delete any item (s) / service(s) from the contract. The payment will be made only for the quantities of item(s) / Service(s) as certified by the company’s representative.

3.4 **INSPECTION OF MATERIALS**

3.4.1 **Inspection of Company Facility**

Contractor shall have right to inspect and get satisfied on the company’s facility. 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 equipment furnished by the Contractor for performance of the Services and Contractor shall replace, such items.

3.5 **COMPANY'S WORK COMPLETION PROGRAMME**

3.5.1 **Work Programme**

The Work Programme shall be specified by the Company for the services.

3.5.2 Contractor to Comply with Company's Work Programme. Contractor shall use all care and attention to ensure all aspects of the requirements set forth in Company's Work programme.

3.6 **PERFORMANCE OF THE SERVICES**

3.6.1 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 service.

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.

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

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

3.6.4 **Legal Requirements**

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

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 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 TERMINATION BY COMPANY

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

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

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

Consequences of Termination:

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

C. Termination for events specified below:

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

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

Consequences of Termination:

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

D. Termination in the event of Force Majeure

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

Consequences of Termination:

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

E. 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.

F. Termination for non-performance or non-satisfactory performance

The Contractor shall perform the work in accordance with GIPIP and the terms and conditions of the Contract. If the Contractor does not perform the Work 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. The Company may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for

all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Contractor.

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

- a) Immediately discontinue the work from that date and to the extent specified in the notice;
- b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued;
- c) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

3.7.2 **Payment upon Termination to be confirmed**

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

3.7.3 **De-hiring:**

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

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

General

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

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

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

Contractor to provide Health, Safety & Welfare Policy Manual which should be aligned with Company's HSE Policy

3.8.1 **Safety**

- 3.8.1.1 In performing the Services hereunder, Contractor and its officers, directors and employees and any subcontractors and their officers, directors and employees shall comply with the provisions of and/or meet the Health, Safety and Environment best Industry standards and requirements set forth in:
- a) the safety management system (hereinafter referred to as "the Safety Management System") established by Contractor;
 - b) Onshore safety, health, training and protective clothing requirements; and
 - c) All applicable laws, rules and regulations of India.
 - d) Proper safety kits liveries and uniform for all employees / subcontractors working at site.
- 3.8.1.2 Prior to commencement of operations, Contractor shall ensure that all Contractor's personnel and the personnel of its subcontractors are familiar with the provisions of **Contractor's Safety Management System**.
- 3.8.1.3 Contractor is responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe work practices by its personnel and those of its subcontractors.
- 3.8.1.4 Company shall, at its complete discretion, monitor and audit Contractor and its subcontractors in respect of compliance with the requirements of this Clause. Contractor shall co-operate fully with, and rectify any deficiencies in compliance pointed out by the Company.
- 3.8.1.5 If during performance of the Services, Company's Representative is of the opinion that the Contractor is not conducting the Services in compliance with the Safety Case and/or Safety Management System or is conducting the work in such a way as to endanger the safety of Contractor's Personnel or Company's personnel, Company Equipment or any of Company's other contractors' plant, equipment or materials, then Company's Representative shall notify Contractor of the breach of safety involved and suspend operations, and the related provisions of the contract shall apply as if the operations had been suspended due to breakdown of equipment.
- 3.8.1.6 Incompetent person shall be at RISK to carry out critical operation. Hence all Contractor personnel need to be competent & trained to carry out assigned job. Training need for all Contractor's Employee shall be identified & accordingly shall be trained by the Contractor.
- 3.8.1.7 Required PPE to be identified & sufficient stock shall be maintained at all time. Also the Contractor's Employee shall be trained for uses of PPE.
- 3.8.1.8 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 drill (Table top) 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. Pre medical check-up record
 3. Accident / Incident/ Near miss 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 GIIP and shall ensure that its performance of the Services is properly monitored

3.8.2.2 In particular, the Contractor shall:-

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

3.8.2.2 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.

3.8.2.3 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 sole arbitrator. The language shall be English. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judge of any of the High Court 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 the Work 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 arbitrator 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 upto the expiry of the warranty period even if the Contract is expired or terminated.

3.11 **LIQUIDATED DAMAGES**

The Contractor shall maintain the Oil Tanker(s) and its Fighter Pump in good working condition throughout the contract period / extended period. The Oil Tanker(s) and its Fighter Pump shall be available, including Sundays / holidays for SunPetro use.

In case of failure of the Contractor in providing / making available the Oil Tanker(s) on account of any defect / fault / breakdown / not-reporting, liquidated damages / compensation, not by way of penalty, shall be imposed and recovered from the contractor's bills without any notice as under.

(A) Liquidated Damages for the actual number of days the Contractor failed to provide the Oil Tanker for use, LD shall be impose at the rate of 50% (Fifty percent) of PRO-RATA day charges & recovered from the Contractor's bills. (The Pro-rata day charges be considered on the basis of usage of one trip per day)

(B) If after reporting at site, Contractor failed on any day to load / unload Tanker due to Breakdown of Engine or any other Equipment, LD shall be imposed & shall be recovered from Contractor's Bill.

(C) Alternative arrangement shall be made for loading / offloading of oil by SunPetro at the cost of the Contractor and the difference amount so incurred plus 10% administrative charges shall be recovered from the Contractor's bill.

No liquidated damages shall be imposed for the duration of stuck-up of Oil Tanker at work site or at approach route due to rain or bad conditions of site / route.

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

- a. Terminate the Contractor or a portion or part of the Work 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 Work done by 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.

- 3.11.1 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.

3.12 **NOTICES**

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

3.13 **APPLICABLE LAW**

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

3.14 **ACTS AND REGULATIONS, GUIDELINES**

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

3.15 **CONFIDENTIALITY**

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

customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

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

3.15.2 The Contractor shall hold the information confidential and shall not divulge or disclose the information, or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

3.16 **ASSIGNMENT AND SUBCONTRACTING**

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

3.16.2 Contractor shall not sublet or subcontract in part or in whole the Services to any third party without prior written consent of Company. If the Contractor sub-contracts part of the Contract to a sub-contractor, Contractor shall ensure that sub order's reflect the requirements under this Contract and the Contractor shall furnish to the Company within one (1) month from the dated of signing of the Agreement, a signed copy of the complete Agreement. Further in case of any change in the Contract with the Sub Contractors, the same shall be notified to the Company with in a period of one (1) month.

3.16.3 However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier 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 performed and shall be complete with all back-up details, documentation, information 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, 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 Instructions)* i.e. 3 yr. and 1yr. extension period. No interest shall be payable on delayed payments by the Company. Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.

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

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

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

Head –Commercial & Supply Chain Management.
SunPetrochemicals Private Limited
17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra, [India]
Phone No: +91-22-66455900/ 66455645
Kind Attn: Mr. Nihit Jain

- 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 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 service tax). Except as stated, Contractor shall bear all income, corporate, property, VAT, 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. Service tax if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof.

Company shall withhold from the payments to 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.

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 it's own expense procure and maintain as a minimum, the insurances set out in this Clause

and ensure that they are in full force and effect throughout the life of the Contract. All such insurances (including insurances provided by Sub-Contractors) other than Employers Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by the Contractor under the Contract,

- 3.19.2 The provisions of this Clause shall in no way limit the liability of the Contractor under the Contract. All such insurances shall be placed with reputable and substantial insurers acceptable to the Company. Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractor 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 Contractor's 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 services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s)
- a) evidencing the issuance of insurance containing the coverage required herein and
 - b) Providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.
- 3.19.5 The insurance shall cover for the following:
1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. Contractor has the obligation to comply with Indian Social Security laws and regulations.
 2. Commercial or comprehensive General Liability Insurance, including coverage for contractual Liability to cover liability under this contract and cross liability Sudden and Accidental pollution, in the amount equal to the contract value combined single limit each occurrence with an aggregate limit of contract value for bodily injury and property damage provided that there will not be any excess/deductibles in the policy to be taken by the contractor. The coverage should provide insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Contract. If Contractor's Liability Insurance is written on a "claims made" form it must

provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year. This policy shall include Company and its directors, officers, employees and agents as additional insured.

3. Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles, with a limit of liability as per regulations/ laws including passenger liability.
4. Personal Accident and Medical Insurance for each of Contractor's Personnel valid for the area(s) in which Work is to be performed and for any travel for any period(s) during which Work is being performed. This insurance should include cover for all hospital and medical costs, and all costs for repatriation.
5. Contractor shall carry or cause to be carried insurance covering all Contractor's Equipment against loss or damage at all times including during transportation to/from the site and at the site. However, Contractor reserves the right to self-insure its own assets.
6. The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.

General Conditions for Insurance

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

- 3.20 **CONTRACTOR'S OBLIGATIONS AND WARRANTIES**
- 3.20.1 The general allocation of responsibilities between Company and Contractor are set out in responsibility matrix and other clauses mentioned in this 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 entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.

- 3.20.3 At all times Contractor shall respond promptly and shall accurately furnish to Company information about the Work as requested.
- 3.20.4 Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
- 3.20.5 Contractor shall advise Company immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- 3.20.6 Contractor shall use all 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 care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by SunPetro for commencement of the Work. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel. SunPetro shall have no responsibilities or liability whatsoever in this regard.
- 3.20.8 SunPetro shall be entitled, without prejudice to any other rights or remedies available to SunPetro under this Contract or otherwise in law to object to and require Contractor to remove from the Work any person who in the reasonable opinion of SunPetro is incompetent, misconduct's himself, is negligent in the proper performance of his duties or is otherwise considered to be undesirable. In such an event, Contractor shall forthwith remove such person from the Work, and such person shall not be again employed upon the Work without the written permission of Company. Contractor shall forthwith replace within five(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 Rig or any rig equipment(s) or on account of any reason within the control of the Contractor.

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

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

3.22 **WARRANTIES AND REMEDIES**

- 3.22.1 Contractor represents that is it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in

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

- 3.22.2 The Service warranty applies to all services performed by Contractor as part of the Work. Contractor warrants that it shall perform all such services in a Good and Workman like Manner. Contractor may be required at Company's sole option (unless stated otherwise elsewhere in the Contract) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Contract. Contractor warrants to Company that Contractor's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Contractor undertakes to ensure that its personnel comply with Company's regulations regarding health, safety and training which are in force at such time and at such place.
- 3.22.3 In the performance of the Services, if the Contractor fails to comply with the warranties and undertakings set forth, the Contractor shall as directed by the Company prior to demobilization, at Contractor's cost and without prejudice to any other right or remedy of Company under this Contract, re-perform the Services or correct such failure or furnish an alternative acceptable to Company in order to comply fully with the requirements of the Contract. Defects shall not be deemed waived by Company's failure to notify Contractor upon receipt of Services or by payment of invoice.
- 3.22.4 Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by Company for commencement of the Work and shall continuously be available during the term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Company shall have no responsibilities or liability whatsoever in this regard. 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 rig or at Company's well location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

3.24.2 The Contractor shall indemnify and hold Company harmless from and against any claim, action, suit, proceeding, loss, liability, damage or expense (including, without limitation, reasonable attorney's fees), directly or indirectly arising from or related to: (a) any breach by Contractor of any of its representations, warranties, covenants, or obligations pursuant to this Contract; (b) the negligent or wrongful acts of a Contractor; (c) Breach of Applicable Laws by the Contractor /Contractor Group; (d) Intellectual Property and Confidentiality breach

3.24.3 **Consequential Damage**

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

3.24.4 **Certain Restrictions on Indemnities:**

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

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

For Works / Services :

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 expiry/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the

Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor by virtue of this Contract and are not intended to be used as a penalty. Without prejudice to 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 performs as per the terms and conditions of the contract.
- If contractor fails to perform as per prescribed scope of work.
- If contractor fails to work in work man like manner.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

SunPetro will accept the bank guarantee from all public sector /scheduled banks in India .

3.26 **SEVERABILITY**

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

3.27 **NON-EXCLUSIVE CONTRACT**

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

3.28 **EXPORT CONTROLS**

SunPetro confirms that the Equipment or Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons.

3.29. **SPECIAL CONDITION OF THE CONTRACT (SCC)**

3.29.1 **Contractor's Responsibility for Pollution**

- i. Oil in any form shall not be dumped or discharged at, or around the site or any other location from Tanker.

- ii. In the event of dumping or discharge by Contractor, Contractor shall take all responsibility for the cost of cleaning & make the area contamination free.
- iii. If discharge from the Tanker is unavoidable, adequate steps shall be taken to minimize environmental damage and adverse impact to the environment to the extent possible.

3.29.2 ACCIDENT /DAMAGES / CLAIMS / LIABILITIES:

- i. If the tanker meets with an accident, the contractor is required to intimate concerned SunPetro representative immediately.
- ii. Contractor is expected to provide sufficient evidence of accident to Company representative by furnishing a copy of the FIR, site photographs, etc.
- iii. The Contractor will be solely responsible for any consequences under laws arising out of any accident caused by his Tanker to the property equipment's or personnel of SunPetro.
- iv. The Contractor shall also be responsible for any claim/compensation that may arise due to damage caused or injury sustained by any third person(s) including permanent injuries etc. by his Tanker.
- v. The Contractor will be fully and exclusively responsible for any damages to his Tanker or any of his equipment's attached with the Tanker or damage to his property.
- vi. The Contractor will be fully and solely responsible for any death or bodily injury to his crew member(s) or any other person employed with the contractor, or authorized person(s) traveling in the Oil Tanker. This includes any third party claim.
- vii. Contractor is liable for the loss/down gradation/contamination of product that may take place on account of the accident. The contractor should guard the tanker till the arrival of the rescue agencies.
- viii. In case of accident, the contractor will arrange transshipment/salvaging of the product and bring it back to the point as directed. All expenses in this connection are to be borne by the contractor only.
- ix. In case of loss or damage to Crude Oil, the same shall be recovered from Contractor's bills at the rate of International Crude Oil rate for that particular month.

3.29.3 Tanker Requirement

- i. The tanker requirement shall be strictly **on call out basis and on day to day basis during the entire duration of the Work Order.**
- ii. Tanker requirement shall be based on Oil stock position.

3.29.4 Delivery Point & Timings

- i. The Tanker shall reach the unloading point at ONGC Ankleshwar/ ONGC Akholjuni or other unloading location in time, for transportation of Crude oil from Loading Site Gas Plant Hazira / Bhaskar or as per Company's instruction.
- ii. In case of any change in the unloading point , shall be communicated to the contractor in advance by the Company.

3.29.5 PENALTY

3.29.5.1 Loss due to Pilferage of Crude:

- i. The Contractor shall be solely responsible for the security of the Oil being transported through oil tankers and take all necessary steps like sealing the tanker etc. to avoid pilferage during transportation etc.
- ii. In case the quantity of Oil delivered at the unloading point is less than the quantity of Oil loaded, the Contractor shall pay to SunPetro for the shortfall quantity at the rate SunPetro would have otherwise received from the purchasing organization.

3.29.5.2 Non availability of Oil Tanker

- i. In case of failure of the Contractor in providing the Oil Tanker(s) on account of any defect / fault / breakdown / not-reporting, then Contractor shall avail his resources & shall provide alternative Tanker suitable for Oil Transportation within 24 hr. If Contractor fails to provide alternative Oil Tanker, penalty shall be imposed and recovered from the contractor's bills without any notice as under.
- ii. Alternative arrangement shall be made by SunPetro for the carriage and loading / unloading of oil at the cost and risk of the Contractor and the difference amount so incurred plus 10% administrative charges shall be recovered from the Contractor's bills/outstanding/PBG.
- iii. No penalty shall be imposed for the duration of stuck-up of Tanker at work site or at approach route due to rain or bad conditions of site / route.

3.29.5.3 Milometer defective

- I. The milometer of the Tanker must remain in workable condition for all the time.
- II. In case any defect develops or if any defect is detected and pointed out by the authorized officer, the contractor shall immediately repair the milometer, failing which the kilometres certified by the authorized officer shall be taken into account.

3.29.5.4 Struck up of Tanker

- I. In the case of struck up of Tanker at the worksite or at approach route due to rain or bad conditions of site / route , while duration of struck up of Oil Tanker, if not operationalized in 1(one) day, the contractor shall arrange to provide substitute / replacement Tanker of same capacity.
- II. The contractor shall arrange the Fuel (Diesel) for Tanker sufficient for 200 Km prior to reporting of Tankers for duty at the reporting place.
- III. Any kilo-meter run / time consumed in duty hours for refuelling shall be contractors cost and responsibility.

SECTION-4

SCOPE OF WORK / SERVICE (SOW / SOS)

SCOPE OF WORK (SOW)

Introduction:

Sun Petrochemicals Private Limited (SunPetro) incorporated in 1995, has diversified to the upstream hydrocarbon owned by the promoters of Sun Pharmaceuticals Industries Limited. Presently, SunPetro is operating 4 fields (Hazira, Bhaskar, Baola and Modhera) in Gujarat and more fields may be acquired in future.

About Hazira Field:

Hazira Field discovered in 1969 by ONGC. Area – 49.7 Sq.Km . On land: 27 Sq. Km & Offshore: 23 Sq. Km. Gas Production Commenced from – July 1995

Hazira Field is located near Hazira village in Chorasi Taluka, Surat District, Gujarat of the 49.7 km² 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 Khambat, 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. Hazira Gas Plant site now has adjacent neighbours including Adani Hazira Port Private Limited (AHPPL), Shell LNG Terminal, Essar Steel and Essar Port.

About Bhaskar Field:

Bhaskar Field (CB-ONN-2003/1 OR CB-10) area 56 KM², discovered by RIL and BPEAL in the cambay basin of Khambhat Taluka, Anand district of Gujarat and in 2018 this field is acquired by SunPetro & currently in production. Presently produced oil is being transferred through tanker to ONGC-Akholjuni .

Purpose:

Purpose of this document is to Hire a competent agency / contractor who are in businesses of oil transportation & to carry out various works related to Oil evacuation from site. For this purpose a suitable agency is to be finalized through competitive bidding process for complete scope of work (SOW). This detailed document is specifying and describing the obligations and works to be performed by the contractor.

Scope of work

The Contractor shall provide 24KL/20 KL capacity Tanker for crude Oil transporting:

- I. Crude oil from Hazira site to ONGC-Ankleshwar or at any other place in Gujarat
- II. Crude oil from Bhaskar Site to ONGC-Cambay
- III. Any other field in Gujarat.

4.1 Detail Scope of Work

Transportation of Crude Oil includes:-

- I. Collection of crude oil from by placing tankers and transport & deliver at allocated offloading station.

- II. Delivery of crude at allocated offloading station shall be in full and in the same condition in which crude oil was been collected by the contractor.
- III. The driver of the Tanker shall collect consignment notes/challan on receipt of crude oil from the site I/C of the Installation.
- IV. The driver of the Tanker has to produce issued challan at Offloading station and one signed copy by I/C of offloading station is to be given back to SunPetro's I/C as proof of delivery.
- V. A tanker after loading of crude oil shall be properly sealed by SunPetro in presence of the tanker crew/driver. It shall be the responsibility of the tanker driver to ensure and satisfy himself that the tanker is properly sealed after loading of crude oil into it.
- VI. Tanker driver should be enough competent for master valves & main loading valve operation. Tanker crew should also assist in loading/unloading operation & tanker compartment dipping process.
- VII. In case the tanker driver takes abnormally long time for reaching the unloading station, Contractor will have to furnish written reasons for abnormal delay before the tankers are accepted for unloading. Installation Manager will use his best judgment to accept the explanation of the contractor or probe the matter further.
- VIII. If tanker is under break down due to any reasons then minimim trip per month shall be considering breakdown day or if breakdown of tanker is for longer duration (more than 1 or 2 days) then alternative tanker should be engaged with same term condition of contract immediately with all due formalities at loading /unloading location.

4.2 Condition of Tanker required:

- i. The Tanker(s) must be in road worthy condition and preferably not older than 5 years.
- ii. Tankers must have centimetre wise dip stick with calibration chart certified by authorized agency of Weight and Measure Department.
- iii. Hinge bolts of all chambers manhole chamber covers must be properly welded.
- iv. Valves of all chamber outlets must be intact and there should not be any leakage from these valves.
- v. Tankers should have common, manifold for unloading.
- vi. Manifold caps should have provision to seal.
- vii. All the requisite spare wheels, jacks, tools must be available in the tanker.
- viii. The Tanker must display the word "CRUDE OIL ONLY" in paint with minimum letter height 6" on either side or back side of the body of the oil tanker.
- ix. The contractor shall keep all his tankers clean and free from sediment of extraneous matters at the time of loading.
- x. Tanker should have fighter pump
- xi. The tanker must be free from any leakage. All compartment in-lets and out-lets including delivery pipe of tanker must be air-tight to avoid leakage while in movement.

4.3 STATUTORY LEGAL REQUIREMENT:

Each Tanker must have the following valid documents but not limited to:

- i. Registration and Permits from R.T.O
- ii. Tanker Fitness Certificate & Road Tax Receipt

- iii. Insurance (including unlimited cover of Public/Third party Personnel and property) from any national Insurance Company for product and vehicle.
- iv. PUC Certificate
- v. License from Department of Explosives to transport of 'A' class petroleum products.
- vi. Valid Calibration Certificate from Dept. of Legal Metrology (formerly weights and Measures Department) confirming the tanker's capacity and Weights & measures seals for each compartment.
- vii. Any other statutory document/Certificate/requirement under Motor Vehicles Act, 1988 or under any other Act in force to operate crude oil tankers in the state of Gujarat for transportation of Petroleum Products.
- viii. The Contractor shall comply with the provisions of the Petroleum Act 1934 as amended from time to time and also, any other Act affecting the construction and operation of the tanker and shall obtain certificate from the Chief Inspector of Explosives along with approved drawing of tanker or any appropriate Government authorities to the effect that the vehicle is fit for transporting.
- ix. The Contractor should issue identity cards to the drivers and khalasis, whereas as SunPetro will issue the tanker gate pass for entering into the SunPetro Premises/installations.
- x. License for the driver (Heavy vehicle) for transporting of Crude oil in tanker.
- xi. Emergency contact numbers in the vehicle
- xii. PESO certificate for tanker
- xiii. Route map in the vehicle

4.4 Safety & Security requirement:

The following safety and security measures must be provided and will be considered for each Road tanker(s):

- Fire extinguishers: 01 No's (DCP type)
- First aid box: 01 No.
- Tire Stopper: 02 Nos.
- Contractor shall provide safety kits & liveries to his crew/staff.
- The Contractor shall ensure that his crew refrain from smoking or carrying any inflammable substance at the duty places.
- Crew shall abide by the rules regarding safety and security measures as per the direction of the representative of SunPetro at the installations / site
- Spark Arresters/ Fire Arresters fitted at the Silencer/Exhaust pipe of the Condensate Tanker approved by explosive (PESO) while entering the plant premises.
- The exhaust should be wholly in front of the tank and should have ample clearance from fuel system and combustible materials.
- The Engine air intake should be fitted with an effective flame arrester, or an air cleaner having effective flame arrester.
- Electrical fittings of the Condensate Tanker should be adequately sealed and earthed to prevent open spark. Isolation switch should be provided to isolate the Battery fully from electrical system before loading and unloading.

4.5 Crew member Competency:

- i. The crew (Drivers & khalasis) of Tanker should physically/medically fit
- ii. Crew members are trained for handling Hazardous nature of petroleum products,
- iii. Aware of Emergency procedures
- iv. Trained to use Fire Extinguisher & Emergency communication system.

- v. Crew member should enough knowledge to maintain all required statutory document related to tanker transportation of hazardous petroleum product & contractor should ensure the same as per best practice.

4.6 PARKING PLACE:

- i. Company shall not undertake any responsibility of providing safe and secure parking place for Oil Tankers(s)/staff/equipment or any other properties.
- ii. Parking of Tanker at the designated operational base / worksite after day's working, if the same agreed by the Authorized Officer, shall be solely at the Contractor's risk and responsibility.
- iii. The Oil Tanker(s) after completion and released from the duty shall be parked by the contractor at his designated garage / parking place or to the reporting place and it shall not be considered as reporting on duty for payment.

4.7 TANKER LOADING / UN-LOADING

- i. The Contractor shall provide & maintain a separate logbook for Tanker for recording the use of Tanker on SunPetro's duty.
- ii. The Contractor shall arrange loading / unloading of oil as and when given requirement by SunPetro .Suitable length delivery hose must be flexible and of appropriate length & size to ensure quick & proper unloading of oil without any leakage / wastage of oil.
- iii. Tanker(s) should have unloading hoses with the following specifications:
Rubber braided, non-corrugated hose with couplings at both ends (threaded swivel couplings), Hose size: 3", Hose length- 5Mts (Standard).
- iv. Authorized representative of the contractor must be available 1 hours before, at designated operational base for taking necessary instructions and for proper coordination for tankers loading.

SECTION – 5

SPECIFICATION

5.0 SPECIFICATION

Broad Technical Specification of 20 KL/24 KL Crude Oil Tanker. Indicative tanker requirement is mentioned herewith. Different capacity tanker can be asked for deployment for Transportation of crude oil.

5.1 Tanker Chassis:

- I. Make: Leyland / Tata/ Equivalent make
- II. Pay Load Capacity: Not less than 20 tons

5.2 Tank:

- I. Tanker Capacity: 20 KL or 24 KL
- II. No. of Compartments : 4
- III. Compartment IN-LET: Compartments with individual INLET.
- IV. Compartment OUT-LETS: Individual Outlet connected to main OUT-LET for delivery

5.3 Security locking system

- i. The tank trucks are provided with the security locks in the delivery valves
- ii. The locking arrangement and latch of the Dome Cover.
- iii. Dip pipe top mouth is welded to the pipe .
- iv. Bidder should ensure that all tanker should be fitted with Vehicle tracking system (VTS) for tracking the tanker movements of contractor.

5.4 Safety Consideration

- I. The gross and tare weight painted on the vehicle tally with the permit.
- II. Spark Arresters fitted at the silencer exhaust pipe.(CCOE certified)
- III. Electrical fittings of the Tanker adequately sealed and earthed to prevent open spark.
- IV. Isolation switch provided to isolate the Battery fully from the electrical system before loading and unloading.

5.5 Calibration of Road Tankers

- Contractor shall carry valid Calibration Certificates for tank-lorries issued by Weights and Measure Department, at all times as per requirement.
- The original and a copy of the valid calibration certificate shall be submitted to the loading / unloading location. Original certificate shall be returned to the contractor after verification.
- Road Tankers shall be calibrated for single capacity in line with MV Act.
- Contractor to provide dip hole/ dip pipe in the geometrical center of the manhole with manhole fittings duly welded.
- Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.
- Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken. Further, alleged product losses will be recovered from the carrier from the date of last calibration.
- The carrier shall provide brass dip rods for each compartment.

5.6 Tanker Accident

- In case of Road Tankers accident, the crew shall inform the nearest Police Station, SunPetro (loading and unloading locations), contractor's company, and shall guard the vehicle as well as product.
- Contractor shall arrange to transfer/ salvage the product in another fit Road Tankers immediately on receipt of the information, after obtaining permission from SUNPETRO and various statutory authorities.
- Contractor shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location.
- Spilled or transshipped product salvaged in Road Tankers/ barrels shall be brought to the loading location or the receiving location as advised by SUNPETRO.
- Locking/ sealing of the Road Tankers/ barrel and sample containers and signing on the sample tags shall be done jointly by the location/SUNPETRO and carrier/ Road Tankers crew.

Other formalities

- Contractor shall engage Road Tankers driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/ Rules and the driving license of the driver is endorsed by Road Transport Authorities to this effect.
- Emergency Information Panels shall be correctly displayed on the Road Tankers as stipulated.
- Contractor shall ensure that Road Tankers crew follows the specified route until and unless agreed by SunPetro.
- Before embarking for the delivery, it will be contractor's or his representative's responsibility to ensure that Road Tankers crew has correct:
 - a) Challan
 - b) TREM CARD and standing instructions

SECTION-6

RESPOSIBILLITY MATRIX

7.0 Responsibility Matrix				
No	<u>Description</u>	Responsibility		Agree
		<u>SunPetro</u>	Contractor	Y/N
7.1 PERMITS				
7.1.1	Issue of necessary work permits for Tanker loading	√		
7.1.2	Issue of Gate pass / Challan as & when required to be issued.	√		
7.2 CONSUMABLES				
7.2.1	Supply of compressed air, water and power free of cost and lighting facilities at a designated point at the time of Tanker Loading.	√		
7.2.2	Fuel, Lube Oil		√	
7.2.3	Good condition spare tyres, tools such as suitable hydraulic Jack, liver rod etc.		√	
7.3 LEGAL COMPLIANCES.				
7.3.1	Registration certificate of Tanker		√	
7.3.2	Fitness certificate of tanker from RTO		√	
7.3.3	Goods permit certificate from RTO		√	
7.3.4	Explosive license for the carriage of crude/petroleum products from Dy. Chief Controller of Explosives / Competent Authorities & all other necessary clearances / permits etc. for Tanker		√	
7.3.5	Calibrations certificate from department of Weights & Measurement to determine capacity and number of compartments of the tanker and comprehensive license certificate with taxes paid up to date.		√	
7.3.6	The Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE		√	

7.4 HSE REQUIREMENT				
7.4.1	1 No. DCP fire extinguisher in operating condition		√	
7.4.2	First AID kits and services		√	
7.4.3	Crew is trained for handling hazardous nature of petroleum products, Emergency procedures & Emergency communication etc.		√	
7.4.4	Approved quality spark arrestors have been provided on the engine exhaust and Muffler /Silencer of Oil Tanker		√	
7.4.5	Required PPE		√	
7.5 ACCIDENT RELATED ISSUES				
7.5.1	Breakdown repair during Crude Transportation		√	
7.5.2	Arrangement of substitute Tanker with similar specification		√	
7.5.3	Medical assistance to crew members		√	
7.6 TRANSPORTATION				
7.6.1	Penalty due to violation of Traffic Rules / other rules		√	
7.6.2	Place for Tanker Parking (other than Loading /Un-loading period)		√	
7.6.3	VTS system on tractor		√	
7.7 DOCUMENTS / RECORDS				

7.7.1	<p>Maintaining following documents & Records</p> <ul style="list-style-type: none"> ▪ Registration certificate of Tanker ▪ Fitness certificate of tanker from RTO ▪ Goods permit certificate from RTO ▪ Explosive license for the carriage of crude/petroleum products permits etc. for Tanker ▪ Calibrations certificate from department of Weights & Measurement. ▪ The Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE (PESO) <ul style="list-style-type: none"> - Driving License of Driver - Medical fitness certificate of driver 		√	
7.7.2	Verification of above documents to be done by	√		

SECTION - 7

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

7.0 PRICE SCHEDULE (PS)

Table A :

Transportation of Crude Oil by Road from SunPetro site at Hazira, Bhaskar or any other site in Gujarat on Callout basis				
1	Charges for transportation of Crude oil from SunPetro site on Callout basis			
Sr. No	KM/Trip	Qty (Est. Trip /month) (No.)	Unit Of measurement	Unit RATE FOR 20 KL / 24 KL / 30 KL TANKER (INR)
i)	Within 10 KM Radius	25	Per KL/KM	
ii)	>10 km to 60 KM	20	Per KL/KM	
iii)	> 60 km to 120 km	20	Per KL/KM	
iv)	>120 km to 250 km	10	Per KL/KM	
v)	>250 km to 350 km	15	Per KL/KM	
vi)	> 350 km	5	Per KL/KM	

Note:

- The mobilization for each of distances in above table will be considered separately on monthly call out basis or continues basis as per the requirement of the SunPetro.
- Payment shall be made **for return trip** (actual kilometer travel with the actual quantity loaded) only, as certified by SunPetro representative.
- Standby Charge: During the deployment month if the no. of trips/month are less than estimated than for less trips in each month @ Rs. 2250 to be paid by SunPetro
- The above rates shall be inclusive of all taxes, duties, cess, permits, insurance, etc and all associated cost of operating the Tanker to perform the tendered services .GST and toll tax as per actual will be paid extra
- No other charges except above shall be payable by SunPetro.
- Terms & Condition of the Contract:** Terms and condition of the contract shall be as per the GCC in the tender document including other terms and conditions, SOW, Responsibility Matrix etc.
- Mobilization of Period: 1 Day or earlier from the date of notice of mobilization.
- The quantities mentioned above are tentative for evaluation purpose, however payment shall be made on actual usage.

NOTE: It is envisaged that there would be requirement of 1 tanker in Hazira Field and 2 Tankers in Bhaskar Field, however there can be requirement of more tanker which shall be provided by contractor on same rate terms and conditions.

SECTION-8

BID Evaluation Criteria

Bid Evaluation Criteria

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, duly supported with technical catalogues / literatures wherever required. Incomplete and non-conforming bid to the specifications will be rejected outright.

The following vital technical & Commercial conditions should be strictly complied with failing which bid will liable to be rejected:

1.0 TECHNICAL EVALUATION CRITERIA

Eligibility and experience of the bidder:

The bidders must possess the following qualifications as a minimum.

- a) The Bidder / JV partners / Consortium shall have experience of executing at least two Jobs of Transportation of Crude Oil in last Five(5) years (prior to December, 2020), in Oil & Gas Industry / Refinery / Petrochemical industry.
- b) Documents meeting the requirements above must be submitted along with the Technical bid. These documents shall be in the form of:
 - ✓ Copies of relevant pages of contract document showing contract number, period of contract and detailed Scope of Work etc.
 - ✓ Copies of experience Certificate (s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

2.0 COMMERCIAL EVALUATION CRITERIA

- a) The bidder must confirm unconditional acceptance of Terms & Condition of Contract, Price Schedule format and Instruction to bidder.
- b) The bidder should have average yearly turnover for last three financial years (2017-18, 2018-19 & 2019-20) more than INR One Crore (Rs. 1,00,00,000/-)
- c) Net worth of the bidder for FY 2019-20 should be positive. CA Certified statement to be provided for Point 2 (a) & (b) along with audited balance sheet / financial documents.

Section - 9

Annexures

Annexure-1
PROFORMA OF PERFORMANCE BANK GUARANTEE

TO: Sun Petrochemicals Private Limited, a Company incorporated under Company's Law 1956 and having its office at 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai – 400093. India. (hereinafter referred to as "**Company**").

WHEREAS:

(1) By an Contract/LOI/WO/PO for _____ (here in after referred to as the "**Contract**") between _____ hereinafter referred to as the "**Contractor**") of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.

(2) In response to the request made by Contractor, we (Name of Banker:) _____ (hereinafter referred to as the "**Guarantor**") hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) upto. _____ (Rupees _____) being **10% of the estimated annual Contract value**, as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.

(3) We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.

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

We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

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

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

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 201__ or and on behalf of _____).

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

LIST OF APPROVED BANKS

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

1. All Nationalised /Scheduled Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I.Kotak Mahindra Bank
 - II.Yes Bank
 - III.RBL Bank (The Ratnakar Bank Ltd)
 - IV.IndusInd Bank
 - V.Karur Vysya Bank
 - VI.DCB Bank
 - VII.Fedrel 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-3

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 , 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai – 400093, 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 _____) in favor of Company , if Tenderer fails to perform its obligations as set forth below:
- (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
 - (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
 - (a) Fails or refuses to execute the agreed CONTRACT, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
 - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
 - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

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

- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Purchase Order/ CONTRACT made between the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of Company or the Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

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

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

NOTE:

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

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

2. Conditions for Invoking of Bid Bond Guarantee

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

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the CONTRACT.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.

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