

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra [INDIA]

www.sunpetro.com

CIN: U24219GJ1995PTC028519

RFQ No.: SunPetro/Hazira/M&M/2022-23/H-009

Date: 20.07.2022

REQUEST FOR QUOTATION [RFQ]

Sub: Rate Contract for Mechanical Construction & Maintenance Work for Hazira Field

RFQ No.: SunPetro/Hazira/M&M/2022-23/H-009

Dear Sir /Madam,

Sun Petrochemicals Private Limited (hereinafter referred to as “**SunPetro/Company**”), is pleased to issue this Request for Quotation (RFQ) to invite you to submit your Bid under Single Bid System for the service of **Rate Contract for Mechanical Construction & Maintenance Work for Hazira Fields** in accordance with the requirement and terms detailed herewith:

1. SCOPE OF WORK & BID EVALUATION CRITERIA

As attached at ANNEXURE-A

2. TERMS & CONDITIONS

As attached at ANNEXURE-B

3. PRICE SCHEDULE FORMAT

As attached at ANNEXURE-C.

4. RESPONSIBILITY MATRIX

As attached at ANNEXURE-D

5. VALIDITY OF BID:

90 days from due date of tender submission

6. MOBILIZATION PERIOD:

Within 7 days from date of LOI / intimation from SunPetro.

7. WORK COMPLETION PERIOD:

Within one week/ as mentioned in Call Out Notice

8. Contract Duration

3years + 1 year optional extension at SunPetro’s discretion on same rate, terms & condition

9. DUE DATE AND TIME OF SUBMISSION OF OFFER DUE

On or before 10th August 2022, 1500 hrs IST

10. LOCATION

HAZIRA SITE OR ANY OTHER FIELDS LOCATED IN GUJARAT

11. PAYMENT TERMS

Within 30 days upon completion of work and after receipt of undisputed invoice.

12. WARRANTY/ DEFECT LIABILITY PERIOD:

Bidder shall take responsibility for successful completion of work as proposed by SunPetro and shall address any issues till completion of Inspection / Defect Liability Period.

13. SUBMISSION OF BID

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

ENVELOPE-I: Technical & Un-Priced Commercial Bid

Sealed Technical & Un-priced commercial bid to be comprised of acceptance to tender terms and condition, supporting documents as BEC, Company profile, etc.

ENVELOPE-II: Priced Commercial Bid

Sealed Price Commercial Bid to be comprised of Priced Commercial Bid as per Annexure-C of the RFQ document.

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 with Tender No.” and superscripted as prescribed.

To,
Office of Head- Commercial & Supply Chain Management
Sun Petrochemicals Private Limited.
17/B, Mahal Industrial Estate, Mahakali Caves Road ,
Andheri (E), Mumbai – 400093, Maharashtra, [India]
Phone No: +91-22-66455900/ 66455919
Kind Attn: Mr Nihit Jain

14. CLOSING DATE & TIME OF SUBMISSION OF BID

1500 HRS IST 10th August 2022

SunPetro look forward to receive your bid complete in all respect on due date and time i.e. on or before **10th August 2022**

Regards

Nihit Jain
Head-Commercial & SCM
nihit.jain@sunpetro.com

Enclosures/attachments:

ANNEXURE-A: SCOPE OF WORK

ANNEXURE-B: TERMS & CONDITIONS

ANNEXURE-C: PRICE BID FORMAT

ANNEXURE-D: RESPONSIBILITY MATRIX

ANNEXURE-A

SCOPE OF WORK

Scope of Work

SunPetro/ Company wishes to enter into an annual rate contract for mechanical construction/maintenance work for a period of three year with intent to carry out various mechanical & associated civil works at various sites/locations of plant & pipeline facility at Hazira block at Gujarat.

The scope of work shall include carrying out of various mechanical & associated civil works arising during the Operation & Maintenance of the plant & pipeline network as mentioned in the item description of Compensation Schedule. The scope also includes Transportation, Erection, Testing, and Commissioning assistance of various works / items with men & materials as required and mentioned in the Compensation schedule.

The Contractor's Scope shall be inclusive of but not limited to the following, namely:

Procurement and Supply (as specified in the item description of Compensation Schedule),

- 1) Fabrication,
- 2) Storage at site,
- 3) Transportation,
- 4) Erection,
- 5) Installation,
- 6) Inspection and Testing,
- 7) Pre-commissioning assistance and commissioning assistance,
- 8) Supply of Manpower for any maintenance work on daily rate basis like helper, rigger etc. PST training is necessary,
- 9) Excavation job,
- 10) Hydro testing & Cleaning of vessel / Tank etc ,
- 11) Supply of equipment as per mention in call out format at sr. no - 27 on pro rata basis
- 12) Supply of Nitrogen cylinder including loading, unloading as and when required at plant area for process requirement
- 13) Related civil work as per Company's requirement
- 14) Submission of Inspection / Test Report to Company representative
- 15) Maintain all the certificates (for lifting tools, equipment PSV, vehicle etc) which are required as per company policy at site.
- 16) Restoration
- 17) Clearing the Work site of scrap, leftovers, debris etc
- 18) Certificate mandatory - PST (Personal Survival Techniques) training for contractor personnel going for offshore work. (Mandatory)
- 19) Clarify on power requirement at Onshore, offshore & LBDP - Company provide power at onshore, offshore & LBDP for respective work. Cable with distribution box will be provided by contractor to complete the job. Total length of cable is approximate 250 mtr.
- 20) Contractor personal age limit – Not less than 18 yrs

The Contract shall be operated and administered on 'RATE CONTRACT' basis. Company shall intimate contractor regarding any work that is required to be performed under the Contract. The Contractor shall then provide the best quantity estimates against each category identified in the Bill of Quantity along with supporting information like drawings, calculations, etc. Based on the quantity estimates provided by the Contractor, Company shall arrive at a lump sum Call-out Order Value (calculated at the rates given in Annexure C) for each job and issue a Call-out Order.

On completion of the work against the Call-Out order, the Company Representative or his authorized

representative shall measure/verify the quantities that have been actually utilized against the Call-out Order, against the quantity that has been used for the purpose of calculation of the lumpsum Call-out Order Value. Payment against each Call-out Order shall be made as per the actual quantities utilized for the Work, subject to a maximum of such quantities used for calculation of the lumpsum Call-out Order Value. If the Company Representative is fully satisfied that a certain portion of the Work was not contemplated in the calculation of the Call-out Order Value, an amendment to the Call-out Order may be issued to the Contractor for such portion of the Work, using the rates mentioned in this Contract as the base. The decision of the Company Representative in this regard shall be final and binding on the Contractor.

Contractor shall not commence any Work under the Contract (strictly) without receipt of a duly approved Call-out Order for the Work. In the absence of such Call-out Order, Company shall not be responsible for the timely payments thereof.

The Contractor shall ensure, at all times, compliance with the requirements/ specifications given by Company.

Contractor's obligations as per scope shall include the following:

1. To execute the scope of work as per individual work orders issued by Company's Representative in accordance with the specifications and established engineering practices.
2. To execute the scope of supply on the basis of data and information furnished by the Company/ Company's representative and keep informed Company or its representative and particularly to receive and admit at any reasonable time any person designated by Company to follow-up performance related to the implementation of Order as well as giving Company or its representative all available information in connection with the same at its own cost and expense, re-do any defective works according to the scope of work

Additional Obligations by Contractor:

1. The Contractor shall be required to take full responsibility for the adequacy, stability and safety of all it's operations and methods necessary for the performance of the Work and shall strictly adhere to Health, Safety and Environment Provisions by Company.
2. The Contractor's designated Site-in-Charge shall be always available at site during normal working hrs and he shall not be replaced without prior consent in writing by Company. Where such consent is afforded a reasonable time shall be availed for handing over of responsibilities.
3. The Contractor shall be required to provide certificates of warranty /guarantee for materials which are supplied by them. Company reserves the right to review and evaluate the adequacy of such Supply and demand substitution/replacement by rejecting any such Supply.
4. Contractor shall make meticulous record pertaining to it's employees deployed for Company's Services and such records shall be subject to review/audit by Company whenever called for.

Additional Information:

1. Company site location considered as onshore oil & gas processing facility, LBDP, Land wells and Offshore platform located at Hazira, Surat, Gujarat.
2. The ARC for mechanical fabrication work is for operational support services for above mentioned facility of company.
3. Typical crew of Supervisor, Fitter, Welder, Grinder and riggers/skilled manpower will be required at site for execution of any fabrication work.
4. Power at Onshore, LBDP & Offshore will be provided by company. However, supply of cable with distribution box is in contractor's scope. Total length of cable is around 250 mtr.
5. Power supply for contractor cabin (Pota cabin) will be provided by company.

6. Small welding machine / rectifier unit will be required at site.
7. For contractor's manpower following details will be required.
 - a. Declaration on letter head for gate entry.
 - b. Medical test certificate (As per mines regulations in form "O").
 - c. PCC.
 - d. Govt ID proof.
 - e. PST (Personnel survive techniques) (Mandatory for offshore work).
 - f. Welder qualification record.
8. For day rate, either Man Day rate or Equipment hiring rate shall be considered from 9:00 AM to 6:00 PM including lunch hour.
9. All rates are inclusive of consumables, transportation within the plant, tools & tackles, waste disposal, Scaffolding, manpower and machinery.
10. The contractor shall provide all PPE's and safety equipment as per company standard.
11. Manpower, equipment & material transportation arrangement is in contractor's scope for onshore gas facility. For offshore, transportation of manpower and material from jetty to offshore and vice versa in company scope. Transportation of manpower and equipment up to jetty is in contractor scope.
12. Safety induction and site specific training (PTW etc) will be provided by company.
13. A day-to-day attendance register will be maintained by contractor.
14. For any work that to be performed, contractor shall submit/ provide cost estimation and material qty required to perform the work prior to start the work. Up on confirmation from company site representative contractor shall commence the work.
15. Contractor shall submit all relevant documents after completion of work.
16. After completion of work, contractor shall clean the work area and leave it free of any dirt or debris.
17. Contractor shall be required to follow all labour's regulations / requirements based on legal rules.
18. The contractor shall not deploy any labour below 18 years of age.
19. Contractor shall deploy competent person having work experience for relevant job.
20. Contractor shall ensure welder qualification as per ASME.
21. Contractor shall use welding consumables of reputed make like ESAB, L&T, ADOR etc.
22. Contractor shall maintain enough welding electrodes and other consumables at site.
23. It is expected of the ARC to support in the event of emergency or a requirement.
24. Any substandard work & safety violation will result in termination of the contract.
25. Water will be supplied by company.
26. Contractor shall also submit the estimated job completion time along with the initial submission of quantity estimates in BOQ, supporting drawings, calculations, etc.
27. A detailed schedule/plan for job completion along with details like number of manpower/ machinery involved, etc. may be required by the Company representative during initial submission in order to execute challenging jobs with time restrictions / shut-down demanding jobs, etc. Contractor shall ensure the same is provided without fail based on requirement raised by the company. The format for submitting the same shall be agreed to by the company.
28. Contractor shall ensure regular housekeeping of the fabrication yard as well as the job site on a day to day basis after completion of the day's work/end of work shift.
29. The company is not liable to pay any compensation for idle manpower/idle machinery of the contractor.
30. Manpower movement/ transportation for job execution/ initial job survey is in contractor's scope.
31. Any Emergency job must be attended within 24 hours
32. Deleted
33. A focal point (Contractor's designated site-in-charge/ mutually agreed Contractor personnel) shall be designated to ensure the quantity estimates in BOQ, supporting drawings, calculations, etc. being provided by the contractor are in line with the job requirements. Contractor's designated focal point shall ensure:
 - a. All the job requirements are properly discussed with the Company representative,

- b. Any clarifications/ modifications required from the contractor are properly communicated/ discussed with the Company representative.
- c. All the documents / drawings being submitted to the Company are in line with the job requirements and to the satisfaction of the Company representative.
- d. To be present at company's job site during working hours in order to facilitate proper communication and information transfer between Company and Contractor.

SPECIAL CONDITION OF THE CONTRACT (SCC)

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

- I. Contractor to perform the work under valid work Permit only.
- II. All material supplied & used at site shall have valid Material Test Certificates from accredited lab/ Test agency / TPI.
- III. Contractor shall deploy persons who are medically fit & furnish physical Fitness certificate from authorized Medical practitioner.
- IV. Contractor to ensure use of proper PPE, HC detector etc. as per requirement of work
- V. Vessel Entry Permits to be taken before entering into any Vessel
- VI. Contractor to ensure Oxy Acetylene Cylinder Test Certificate, Hose & Gas cutter Test certificates etc. for undertaking fabrication of work.
- VII. Contractor to ensure Welding Generator Electrical Test Certificates, Cables Test Certificate are available before undertaking work.
- VIII. All material handling equipment shall have valid load test certificates.
- IX. Contractor to ensure transfer of Hazardous Waste / Waste generated during work to earmarked storage place for further disposal by self.
- X. Contractor to ensure Earth moving / lifting Equipment etc. are deployed have valid certification.
- XI. The Contractor is responsible for implementing any regulations concerning the design, fabrication, inspection and testing of equipment which are mandatory by government of Gujarat.
- XII. Contractor shall get all the drawings approved by the Company before procurement/execution of work. After completion of works, 'As Built" drawings shall be prepared, approved by Company & submitted to Company.
- XIII. Contract shall be for a period of three years with a provision for extension for one more year with the same terms & conditions of the contract.
- XIV. Hired equipment shall be on Call-out basis & prior intimation of 3 days shall be given to the Contractor for mobilizing the equipment at Site.
- XV. Mobilization & Demobilisation charges are nil & are included in day rate.
- XVI. Damage of equipment, if any, during mobilization Commissioning & De-mobilization shall be on account of Contractor.
- XVII. Any failure of elements of equipment or system during operation shall be on account of Contractor & the same shall be replaced within 24hrs. Day rate, for equipment during non-availability for Operations are not payable.
- XVIII. Penalty Clause
 - a. Delay in Mobilisation of Equipment
 - b. Breakdown of equipment for more than 24hrs.
 - c. Violation of use of Personal Protection Equipment
 - d. Unsafe disposal of waste
 - e. Premature failure of Construction work

HSE Consideration

- Contractor Employee Safety Management System implementation
- Calibration & Test certificate:
 1. Cylinder
 2. Hoses
 3. Lifting Equipment
 4. Cables
- Accident: No compensation
- Transportation: Contractor scope
- Mobilization/demobilization: Nil

The Contractor shall be required to perform Work as specified in hereunder on call out order basis at different Sites of the Company in HAZIRA inclusive of Offshore & Ankeleshwar. The call-out order format is attached herewith as Annexure-1. The rates stated hereunder shall remain fixed for a period of three year from the date of the Contract.

Annexure-1 Call Out Format

Sr. No	Description	Unit
1	Fabrication and Installation of above ground pipes including cutting, Beveling, DP Test, Hydrotest & Painting	
A	Seamless Sch. 20	Inch dia
B	Seamless Sch. 40	Inch dia
C	Seamless Sch. 60	Inch dia
D	Seamless Sch. 80	Inch dia
E	Seamless Sch 120	Inch dia
2	Grinding and rewelding of existing weld Joints including cutting & Beveling, DP Test, Painting	
A	Seamless Sch. 20	Inch dia
B	Seamless Sch. 40	Inch Dia
C	Seamless Sch. 60	Inch Dia
D	Seamless Sch. 80	Inch Dia
E	Seamless Sch 120	Inch Dia
3	For Under Ground Seamless Coated Pipe Lines : (Sch 20,40,60,80,120) Excavation of all sorts of soil (Hard /Soft) upto 1.0 - 1.5 mtr depth, Laying of pipe line, Fabrication, NDT, field joint coating, Hydro-testing, Backfilling & leveling	
a	1" NB	Mtr
b	2" NB	Mtr
c	3" NB	Mtr
d	4" NB	Mtr
e	6" NB	Mtr

f	8" NB	Mtr
g	10" NB	Mtr
h	12" NB	Mtr
4	RT of weld joints	per Film
5	Hydro testing of Pipe	
A	1" NB	Mtr
B	2" NB	Mtr
C	3" NB	Mtr
D	4" NB	Mtr
E	6" NB	Mtr
F	8" NB	Mtr
G	10" NB	Mtr
H	12" NB	Mtr
I	18" NB	Mtr
J	24" NB	Mtr
6	Hydro testing of all type of vessels which involves positive isolation, Required tools for HT, removal & installed blinds (blind supply in vendor scope), scaffolding	Nos
	<u>Coating of Pipeline</u>	
7	Surface cleaning and Wrapping of Polyken Tape on Pipes including supply of all material required for coating	
a	1" NB	Mtr
b	2" NB	Mtr
c	3" NB	Mtr
d	4" NB	Mtr
e	6" NB	Mtr
f	8" NB	Mtr
g	10" NB	Mtr
h	12" NB	Mtr
8	Installation / Removal of Valves - Flanged Ends For # 150,300,600, 900 & Above rating	
A	1"NB	Nos
B	2"NB	Nos
C	3"NB	Nos
D	4"NB	Nos
E	6"NB	Nos
F	8"NB	Nos
G	10"NB	Nos
H	12"NB	Nos
I	18"NB	Nos
J	24"NB	Nos

9	Installation of Valves - Socket Weld Ends	
A	1"NB	Nos
B	2"NB	Nos
C	3"NB	Nos
10	Installation of Valves - Screwed Ends	
A	1"NB	Nos
B	2"NB	Nos
C	3"NB	Nos
11	Removal and Reinstallation of Valves, Spec Blind, End Blind, Meter Run For # 150,300,600, 900 & Above rating	
A	1" NB	Nos
B	2" NB	Nos
C	3"NB	Nos
D	4"NB	Nos
E	6"NB	Nos
F	8"NB	Nos
G	10"NB	Nos
H	12"NB	Nos
I	18"NB	Nos
J	24"NB	Nos
12	Supply of structural steel at Site Location	Kgs
13	Supply of MS Plate at Site Location	Kgs
14	Supply of material, Fabrication and installation of structure including Abrasive Blasting and painting (One Coat of Inorganic Zinc Silicate Primer (75 micron), Intermediate Epoxy Coating (125 micron) and final Polyurethane -100 micron)	Kgs
15	Fabrication and installation of structure which includes consumable but excluding supply of material	Kgs
16	Painting of Pipes and Structures: One Coat of Inorganic Zinc Silicate Primer (75 micron), Intermediate Epoxy Coating (125 micron) and final Polyurethane -100 micron. (Includes all Materials and Manpower)	Sqm
17	Supply & Installation of Scaffolding material at Site Location including offshore	M ³
18	Supply of Nitrogen cylinders at Site Location including Supply, loading, unloading, transportation of Cylinders (of Standard Capacity) including regulator & hose.	Nos
19	Supply of DA Cylinder (Standard Capacity) at Site Location including loading, unloading, transportation etc	Nos
20	Supply of Oxygen Cylinder (Standard Capacity) at Site Location including loading, unloading, transportation etc	Nos
21	Excavation of soft/ hard soil and back filling	CuMtr
22	PCC- 1:3:6 including labour & material supply	CuMtr.

23	RCC- 1:2:4 including labour & material supply	CuMtr.
24	Brick work including labour & material supply	CuMtr.
25	Plastering - 20 mm including labour & material supply	Sqmtr.
26	Schedule of Labour Force Account Rates for 9 Hrs Shift	
A	Foreman/Supervisor	Per Head per shift
B	Welder	Per Head per shift
C	Welder's Helper	Per Head per shift
D	Fitter	Per Head per shift
E	Grinder	Per Head per shift
F	Skilled Worker	Per Head per shift
G	Unskilled Worker	Per Head per shift
27	Provision of Equipment on Rental Basis of 19 Hrs Shift (All inclusive)	
A	Tyre mounted Back Hoe: 0.7 cu.mtr bucket	per unit per shift
B	Hydra crane 12 Ton	per unit per shift
C	Crane-25 Tones	per unit per shift

BID EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA:

1. Bidder should have successfully completed at least 5 Contracts for piping works in last 3 years, in upstream Oil & Gas Industry, involving fabrication & installation of above ground piping & laying of coated underground pipelines.
2. Contractor shall provide the list, with backup documents like Work orders, Completion certificates etc to meet sr. no-1 requirement.
3. Contractor must submit the tools and tackles list along with technical bid.

ANNEXURE-B

TERMS & CONDITIONS

2. GENERAL CONDITIONS OF THE CONTRACT (GCC)

2.1. 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:

2.1.1. "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, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.

2.1.2. "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.

2.1.3. "Approved and Approval" shall mean approved or approval in writing by the Company.

2.1.4. "Purchase Price" shall mean the lump sum prices and/or rates of payment specified in Price Schedule in Annexure-C 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.

2.1.5. "Contractor/ Supplier/ Bidder" 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.

2.1.6. "Contractor's Equipment" shall mean all the equipment(s), rigs, units etc. along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., available with the Contractor or its Sub-contractors in connection with the Scope of Work specified in Annexure-A.

2.1.7. "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.

2.1.8. "Commencement Date" shall mean the date when the work will start.

2.1.9. "Completion Date" shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.

2.1.10. "Company" means the Company or Operator which is a party to this Contract, and any other party for whom Company is acting in executing this Contract, including but not limited to, other members of the consortium owning an interest in the Block, their or their officers, directors, agents and employees.

2.1.11. "Company's Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.

2.1.12. "Effective Date" shall be the date of issue of NOA(Notification of Award) /LOI(letter of Intent) / LOA(Letter of Award) / Work Order or as specified by Company.

2.1.13. "Exhibits" are those documents attached hereto and form an integral part of this Contract for all purposes and consisting of all the exhibits and annexures.

2.1.14. With such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.

2.1.15. "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.

2.1.16. "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.

2.1.17. "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.

2.1.18. "Project" shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.

2.1.19. “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.

2.1.20. “Sun Petro “ / “SPPL” shall mean Sun Petrochemicals Private Limited .

2.1.21. “SunPetro’s Representative” or “Company Representative” shall mean the person or persons expressly designated in writing by Company, who shall be Company’s representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.

2.1.22. “SunPetro Supply Item” shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its contractors.

2.1.23. “Sub-Contractors” shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.

2.1.24. “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.

2.1.25. “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 Attachment -1 hereof.

2.1.26. “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.

2.1.27. “Termination Date” shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by Company, in accordance with its terms, whichever occurs later.

2.1.28. “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.

2.1.29. “Willful Misconduct” means Intentional disregard of Good Oilfield Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.1.30. “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.

2.1.31. “Work Site / Work Location” shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

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

2.2. DELIVERY SCHEDULE:

2.2.1. Time is the essence of Work Order. The Contractor will complete the work as per schedule and date if delivery mentioned in the WO/PO as per rates, terms & conditions in the PO.

2.2.2. Contractor/ supplier to comply with work program as specified in Price Schedule. Contractor shall use all reasonable care and attention to ensure all aspects of the requirements set forth in company’s Inspection programme.

2.3. Materials, Supplies, Equipment, Services And Personnel

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

2.3.1. Additional Services, Materials, Supplies and Equipment

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

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

2.4. INSPECTION & TESTING

The inspection /testing of materials shall be carried out by Company/Third Party/ Supplier as specified in the PO and as per details at Scope of Work.

2.5. COMPANY'S WORK COMPLETION PROGRAMME

2.5.1. Work Programme

The Work / Completion Programme shall be specified by the Company for each work / services/supplies.

2.5.2. Contractor to Comply with Company's Work / Completion/supply Programme. Contractor shall use all reasonable care and attention to ensure all aspects of the requirements set forth in Company's Work / Completion / supply programme which are to be provided by Contractor are complied with and to ensure that Company's other contractors are afforded all reasonable facilities to similarly comply as appropriate. Contractor shall carry out checks on any of the requirements of the Work / Completion / supply programme, as directed by Company and record and report the results of such checks to Company.

2.6. PERFORMANCE OF THE WORK/SERVICES/SUPPLIES

2.6.1. Conduct of Services /supplies

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

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

2.6.3. Discipline

2.6.3.1. 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/supplies.

2.6.3.2. 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 /supplies. Contractor agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of work/supplies shall constitute grounds for termination of this Contract.

2.6.3.3. Company have the right to ask contractor to change / replace its personnel for misbehaving / indiscipline during contract period.

2.6.4. 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 Labor welfare cess. The service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labor welfare cess to SUNPETRO duly signed by CA of the firm.

The 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.

2.7. TERMINATION BY COMPANY

A. Unless otherwise provided, the PO shall terminate upon completion of work. The Contractor shall be paid for the Work successfully completed and certified by Company Representative along with demobilization charges, if any.

B. TERMINATION FOR EVENTS SPECIFIED BELOW:

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

- a) Makes a general assignment for the benefit of its creditors; or
- b) Refuses or fails to supply enough properly skilled workmen or services to accomplish the Work in accordance with the original work schedule and the contract; or
- c) Fails to make prompt payment to Sub-contractor; 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 Consultancy services; or
- g) Fails to provide uninterrupted services/perform work.

Consequences of termination:

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

C. TERMINATION IN THE EVENT OF FORCE MAJEURE

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

Consequences of Termination:

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

D. TERMINATION FOR CONVENIENCE

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

shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.

E. TERMINATION FOR NON-PERFORMANCE OR NON-SATISFACTORY PERFORMANCE

The Consultant shall perform the work in accordance with GIPIP and the terms and conditions of the Contract. If the Consultant 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 Consultant to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Consultant shall remedy such default within Seven (7) days. The Company may ask the Consultant to re-perform any of such services, at sole risk and cost of Consultant. In the event, the Consultant fails to remedy such default within the specified period or the performance of the Consultant is non-satisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

2.8. HEALTH, SAFETY & ENVIRONMENT (HSE)

Contractor shall comply with HSE requirement as per best industry practices inline with Company’s requirement.

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

2.9. SETTLEMENT OF DISPUTE/ ARBITRATION

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 attempt shall be made by the both the parties in this direction.

2.10. LIQUIDATED DAMAGES

If Contractor for any reason other than Force Majeure, fails to timely mobilize all the material at designated location/Platform as per the time schedule mentioned in the Contract or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Work in accordance with the Contract, or any if above reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, **One percent (1%) for each week of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total estimated / annualized contract value.**

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

- a. Terminate the Contractor or a portion or part of the Order thereof at any time during the term of the Contract and / or,
- b. Recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- c. Invoke bank guarantee or any other security provided by the 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.

2.11. NOTICES

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

2.12. APPLICABLE LAW

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

2.13. ACTS AND REGULATIONS, GUIDELINES

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

2.14. ASSIGNMENT AND SUBCONTRACTING

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

2.14.2. Contractor shall not sublet or subcontract in part or in whole the Supply 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 orders reflect the requirements under this

2.14.3. 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.

2.15. INVOICING AND PAYMENT

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

Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice.

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

Commercial & Supply Chain Management.

Sun Petrochemicals Private Limited

Hazira Gas & Oil Facility

Village Hazira- Surat 394 270

Kind Attn: Mr Tarkeshwar Mahato

1.15 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.

2.16. TAXES AND DUTIES

2.16.1. 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, GST, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Contractor on account of the payments received by Contractor from Company for the Services as may be payable under the Applicable Laws and any amendments thereto. 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.

2.16.2. 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.

2.16.3. Custom Duty, Entry taxes, etc.

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

2.16.4. Change in Law

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

2.16.4.2. 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.

2.17. INSURANCE

The insurance shall cover for the following:

1. All consequences of occupational accidents or illness Employer's Liability Insurance, in such amounts as may be required by the laws of India or any other country or political subdivision thereof applicable to any employee engaged in performance of the work; as per regulations, extended to cover benefits provided under maritime law, if applicable. 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.

2.18. CONTRACTOR'S OBLIGATIONS AND WARRANTIES

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

2.19. FORCE MAJEURE

2.19.1. "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:

- 2.19.1.1. Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- 2.19.1.2. Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences;
- 2.19.1.3. Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery; or
- 2.19.1.4. Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or
- 2.19.1.5. Non-conformance by Sub-contractors;
- 2.19.1.6. Financial distress of Contractor or any Sub-contractor
- 2.19.1.7. 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.

2.19.2. 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.

2.20. WARRANTIES AND REMEDIES

2.20.1. Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with 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.

2.20.2. 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.

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

2.21. 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.

2.22. INDEMNITY AND LIABILITIES

2.22.1. 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.

2.22.2. Limitation of Liability

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

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

2.22.3. 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.

2.22.4. 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.

2.23. PERFORMANCE BANK GUARANTEE

Within thirty (30) 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 **Attachment-1** in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond in the format of **Attachment-1** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

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

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 perform as per the terms and conditions of the contract.
- If contractor fails to perform as per prescribed scope of work.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

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

2.24. 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.

2.25. NON-EXCLUSIVE PO/WO

This PO/WO 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.

2.26. EXPORT CONTROLS

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

Special Conditions of Contract

1. DEFECT LIABILITY PERIOD

The Defect Liability Period shall be twelve (12) months after Operational Acceptance or Provisional Acceptance of the facilities/work unless the Defect Liability Period has been extended or any part of the facilities pursuant to this clause hereof. Should any defect be found during Defect Liability Period related to the design, engineering, materials and workmanship of the material and equipment supplied or of the work executed and services provided by the Contractor, the Contractor shall promptly, in consultation and agreement with the Company regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good to the full satisfaction of the company such defect as well as any damage to the facilities caused by such defect. The burden of proof of remedy of the defects shall be on the Contractor.

ANNEXURE-C

PRICE SCHEDULE

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

PREAMBLE

1. General

This Pricing Preamble relates to the analysis of the Work component-wise breakdown of the each Price. In arriving at said sums, prices and rates, the Contractor shall be deemed to have taken account of all components of the Contract and any other matters, which affect said sums, prices and rates.

2. Completion of Schedules

Where relevant each schedule or analysis is accompanied by Notes on Pricing. The Contractor is to observe and comply with these notes.

- a) The text description of an item given against a reference number in the Schedules is intended only as a brief description for identification and not an exhaustive detailing of the obligation or work involved under the item.
- b) A sum, price or rate shall be entered by the Contractor against each item or reference. Items or references against which no sum, price or rate is entered shall be deemed to be covered by other sums, prices or rates entered elsewhere.
- c) The sums, prices and rates entered by the Contractor shall be inclusive of all taxes chargeable on any taxable supplies made under the Contract and payable by the Contractor, except where expressly allowed otherwise.
- d) The Contractor shall be deemed to have made itself fully familiar with the nature of the Work and has accounted for inter alia:
- e) The terms and conditions of employment of labour prevailing in the district/ state and on Site.
 - I. The adequacy or otherwise of the Contractor's area as allocated.
 - II. Compliance with all reasonable demands of the Company regarding safety and security.
 - III. The solutions to particular practical problems which may be encountered as a result of executing work within hazardous areas and within restrictions imposed by Work Permits.
 - IV. As required, taking down, making good and re-erecting any work which is not in accordance with the Contract and replacing any materials.
 - V. Compliance with all the requirements of clearances and permits required for the performance of Work of this nature.

3. Notes on Pricing

Each sum shall be the fully inclusive sum for the respective item and shall include without limitation the entire Contractor's costs (and those of his Subcontractors) for the following, except where specific provision is given therefor:

- a) The profit and overheads in respect of the Work.
- b) Materials as required, including supply, customs duties except where allowed for under the Contract, taxes and wastage and losses generally.
- c) In respect of the Contractor's offices, head office and Site offices, rent, taxes, insurance, maintenance, lighting, heating, air conditioning, telephone, telex, computer hardware and software, postages, stationery, drawing materials and the like and all other expenses and costs in connection with the foregoing.
- d) Salaries, allowances and insurances for members of the Contractors management and other staff not directly engaged in the Work.
- e) All sums in respect of financing the Work, including contingent expenses, liabilities, risks, insurances (other than those specified as being supplied by the Company), and services required to comply with the Contract, the cost of which are to be borne by the Contractor (and his Sub-Contractors).
- f) All other expenses or outgoings incidental to the clerical work of the Contractor's establishment and to the general running and management of the business.
- g) All sums in respect of the cost to the Contractor of his use of Sub-Contractors including handling charges. All costs, premiums and payments for labour and supervision in respect of personnel engaged directly in the Work, which shall include:
- h) salaries, wages, allowances, bonuses, incentive payments, overtime, pensions, holidays, severance payment in lieu of notice, and sickness.
- i) Insurance, Employer's Liability Insurance, Public Liability Insurance, permits, licenses and clearances

- and other statutory requirements.
- j) Fares or transport, subsistence allowances, traveling time and expenses, including accommodation or camp facilities.
 - k) inclement weather, welfare (including canteen facilities) and any other outgoings or prescribed payments including contributions relating to national or local industrial agreements, safety induction courses and emergency procedure testing.
 - l) training which shall include but not be limited to, attendance on Site at the safety induction course and testing (including welders) and emergency procedure testing.
 - m) provisions and use of all building materials, consumables, temporary materials, protective clothing and the like including but not necessarily limited to: cleaning chemicals and utensils; surveying and levelling equipment; fuels; oil and lubricants; refractory materials; protective and weatherproof clothing and protective footwear all replaced as necessary during the Contract period.
 - n) Any other outgoing or prescribed payments
 - o) All-inclusive costs and expenses in respect of construction equipment and plant necessary for the Work which shall include but not be limited to: hire, depreciation, fuel, tyres, licenses, tax, insurance, maintenance, overhauls and repairs (including labour), spare parts, labour in connection with refueling and transport to and from and about the Site including loading and unloading.
 - p) All-inclusive costs and expenses in respect of temporary Work and accommodation necessary for the Work which shall include: hire, rental depreciation, insurance, maintenance and repair (including labour); transport to and from and about the Site including loading and unloading; installation, connection, use, disconnection and removal of water supply, electricity supply, drainage, telephone and telecommunications equipment; cleaning the Site on completion and reinstatement of existing grade and making good any damage.
 - q) All other contingent expenses, liabilities, risks, services and responsibilities in connection with the Work and required such that the Contractor may comply with the Contract.
 - r) All rates and prices are on a fixed price basis.

Terms of Payment

Company shall make the payment within 30 days of receipt of invoice for the completed work, duly approved by Company's Site In charge.

Invoicing Procedure

The Contractor shall submit to the Company a correct and agreed invoice detailing the amounts chargeable by the Contractor in respect of the Work completed. Upon completion of a Work against a Call-out Order, the Contractor shall be required to prepare a Measurement Sheet that will capture the Call-out Quantity and Value and the actual Final Measurement of the Work. The work shall be jointly measured and the Measurement Sheet certified and accepted by the Company and Contractor Representatives. Final Invoice for the Work shall be prepared based on such approved Measurement Sheet only and the original Measurement Sheet shall be attached and sent along with the Invoice for payment. Any Invoice received by the Company without the approved Measurement Sheet shall be returned to the Contractor without further processing. Contractor shall be required to submit a Revised Invoice with a revised date along with the Measurement Sheet.

Each Invoice shall:

- a) Be in duplicate.
- b) Bear the Contract Number and Block description stated on the cover sheet to the Contract.
- c) Be accompanied by supporting evidence.
- d) Contain details of bank account.
- e) Contain PAN details in bold letters

Invoices shall be addressed to:
Sun Petrochemicals Pvt. Ltd.,
Hazira Gas & Oil Facility
Village Hazira- Surat 394 270

Tel: 0261 287 0005

Attn: Sr Manager- Business Operations

WITHHOLDING PAYMENT

Company may withhold part or whole of any payment claimed by the Contractor, which in Company's opinion is necessary to protect itself from loss on account of

- a) Defective Works not remedied or guarantees not met.
- b) Failure by the Contractor to indemnify the Company.
- c) Failure by Contractor to make due payments for materials supplied or labors employed by him.
- d) Damage to other Contractors, Company or other property.
- e) Failure to meet mutually agreed schedules.
- f) Failure by the Contractor to indemnify Company from Taxes paid by the Company.
- g) When the grounds for withholding payments are removed, Company shall make payments of the amount due to the Contractor without delay. No interest is payable by the Company on such withholding payments at the release of payments.

- **The Contractor shall be required to perform Work as specified in hereunder on call out order basis at different Sites of the Company in HAZIRA inclusive of Offshore & Ankeleshwar. The call-out order format is attached. The rates stated hereunder shall remain fixed for a period of three year from the date of the Contract.**

Sr. No	Description	Unit	Unit Rate (INR)
1	Fabrication and Installation of above ground pipes including cutting, Beveling, DP Test, Hydrotest & Painting		
A	Seamless Sch. 20	Inch dia	
B	Seamless Sch. 40	Inch dia	
C	Seamless Sch. 60	Inch dia	
D	Seamless Sch. 80	Inch dia	
E	Seamless Sch 120	Inch dia	
2	Grinding and rewelding of existing weld Joints including cutting & Beveling, DP Test & Painting		
A	Seamless Sch. 20	Inch dia	
B	Seamless Sch. 40	Inch Dia	
C	Seamless Sch. 60	Inch Dia	
D	Seamless Sch. 80	Inch Dia	
E	Seamless Sch 120	Inch Dia	
3	For Under Ground Seamless Coated Pipe Lines : (Sch 20,40,60,80,120) Excavation of all sorts of soil (Hard /Soft) up to 1.0 - 1.5 mtr depth, laying of pipeline, Fabrication, NDT, field joint coating, Hydro-testing, Backfilling & Leveling		
a	1" NB	Mtr	

b	2" NB	Mtr	
c	3" NB	Mtr	
d	4" NB	Mtr	
e	6" NB	Mtr	
f	8" NB	Mtr	
g	10" NB	Mtr	
h	12" NB	Mtr	
4	RT of weld joints	per Film	
5	Hydro testing of Pipe		
A	1" NB	Mtr	
B	2" NB	Mtr	
C	3" NB	Mtr	
D	4" NB	Mtr	
E	6" NB	Mtr	
F	8" NB	Mtr	
G	10" NB	Mtr	
H	12" NB	Mtr	
I	18" NB	Mtr	
J	24" NB	Mtr	
6	Hydro testing of all type of vessels which involves positive isolation, Required tools for HT, removal of installed blinds (blind supply in vendor scope), Scaffolding	Nos	
	<u>Coating of Pipeline</u>		
7	Surface cleaning and Wrapping of Polyken Tape on Pipes including supply of all material required for coating		
a	1" NB	Mtr	
b	2" NB	Mtr	
c	3" NB	Mtr	
d	4" NB	Mtr	
e	6" NB	Mtr	
f	8" NB	Mtr	
g	10" NB	Mtr	
h	12" NB	Mtr	
8	Installation / Removal of Valves - Flanged Ends For # 150,300,600, 900 & Above rating		
A	1"NB	Nos	
B	2"NB	Nos	
C	3"NB	Nos	
D	4"NB	Nos	
E	6"NB	Nos	
F	8"NB	Nos	

G	10"NB	Nos	
H	12"NB	Nos	
I	18"NB	Nos	
J	24"NB	Nos	
9	Installation of Valves - Socket Weld Ends		
A	1"NB	Nos	
B	2"NB	Nos	
C	3"NB	Nos	
10	Installation of Valves - Screwed Ends		
A	1"NB	Nos	
B	2"NB	Nos	
C	3"NB	Nos	
11	Removal and Reinstallation of Valves, Spec Blind, End Blind, Meter Run For # 150,300,600, 900 & Above rating		
A	1" NB	Nos	
B	2" NB	Nos	
C	3"NB	Nos	
D	4"NB	Nos	
E	6"NB	Nos	
F	8"NB	Nos	
G	10"NB	Nos	
H	12"NB	Nos	
I	18"NB	Nos	
J	24"NB	Nos	
12	Supply of structural steel at Site Location	Kgs	
13	Supply of MS Plate at Site Location	Kgs	
14	Supply of material, Fabrication and installation of structure including Abrasive Blasting and painting (One Coat of Inorganic Zinc Silicate Primer (75 micron), Intermediate Epoxy Coating (125 micron) and final Polyurethane -100 micron)	Kgs	
15	Fabrication and installation of structure which includes consumable but excluding supply of material	Kgs	
16	Painting of Pipes and Structures: One Coat of Inorganic Zinc Silicate Primer (75 micron), Intermediate Epoxy Coating (125 micron) and final Polyurethane -100 micron. (Includes all Materials and Manpower)	Sqm	
17	Supply & Installation of Scaffolding material at Site Location including offshore	M ³	
18	Supply of Nitrogen cylinders at Site Location including Supply, loading, unloading, transportation of Cylinders (of Standard Capacity) including regulator & hose.	Nos	
19	Supply of DA Cylinder (Standard Capacity) at Site Location including loading, unloading, transportation etc	Nos	

20	Supply of Oxygen Cylinder (Standard Capacity) at Site Location including loading, unloading, transportation etc	Nos	
21	Excavation of soft/ hard soil and back filling	CuMtr	
22	PCC- 1:3:6 including labour & material supply	CuMtr.	
23	RCC- 1:2:4 including labour & material supply	CuMtr.	
24	Brick work including labour & material supply	CuMtr.	
25	Plastering - 20 mm including labour & material supply	Sqmtr.	
26	Schedule of Labour Force Account Rates for 9 Hrs Shift		
A	Foreman/Supervisor	Per Head per shift	
B	Welder	Per Head per shift	
C	Welder's Helper	Per Head per shift	
D	Fitter	Per Head per shift	
E	Grinder	Per Head per shift	
F	Skilled Worker	Per Head per shift	
G	Unskilled Worker	Per Head per shift	
27	Provision of Equipment on Rental Basis of 9 Hrs Shift (All inclusive)		
A	Tyre mounted Backhoe: 0.7 cu.mtr bucket	per unit per shift	
B	Hydra crane 12 Ton	per unit per shift	
C	Crane-25 Tones	per unit per shift	

Note: -

1. Site location is considered for Hazira, Offshore, & Ankleshwar.
2. The Contract has to make sure any employee moving to offshore must has PST certificate.
3. The Contractor or his authorized representative shall always be available at or around the site to carry out repair/construction of location as per the instruction of Company.
4. The Contractor shall be responsible for any damage to the adjoining fields/crops arising out of poor construction of the location.
5. Any substandard construction shall result in the termination of the Contract.

6. For DAY RATE, either Man Day Rate or Equipment hiring rate, the charges above the fixed 10 hours shall be paid on PRORATA basis. However, in the event of utilization less than 10 hours, then the Contractor shall be paid on prorata basis subject to minimum of 4 hours.
7. The DAY RATE shall be counted from the time the Equipment or the Laborers reports to the site, ready for mobilization.
8. All rates except Sr. 26 are inclusive of consumables, transportation within the plant, disposal of waste, manpower and machinery, Painting.
9. The Contractor shall provide all PPE and safety equipment as per the Company's standards
10. The Contractor shall be required to arrange and provide required power, water for the Mechanical Construction / Maintenance work.
11. The Contractor shall provide material reconciliation statement for the free issue material.
12. The Contractor shall provide test certificates for material supplied by them.
13. The Contractor shall provide Certificate of lifting equipment, tackles brought to the site for the construction activity.
14. Contractor shall be required to follow all labor's regulations/requirements based on Indian Mines Act, 1952 read with the Rules thereto.
15. The Contractor shall not deploy any labour below 18 yrs of age.
16. Contractor shall deploy competent person having work experience for relevant job.
17. Contractor shall submit QAP for fabrication & installation, NDT procedures for LPT, MPI, RT, UT, HT, PNEUMATIC TEST, Coating and painting.
18. Contractor should ensure for Welder qualification as per ASME SEC IX in 6G position both GTAW & SMAW.
19. Contractor shall provide Welder qualification record WPS, PQR & WPQ.
20. Contractor shall use welding consumables with reputed make of ESAB, L&T, ADOR, D&H, HONAVER.
21. Contractor shall maintain the Electrodes backing and re backing system.
22. Contractor shall provide the calibration certificate of welding machine, Electrode oven & measuring instruments.
23. Prior to starting the job, Contractor shall submit drawings which shall include bill of material with specifications & relevant procedures. All the documents will be reviewed by Company Representative.
24. Contractor shall submit all relevant documents after completion of work.
25. After job completion, Contractor shall clean the Work area and leave it free of any dirt or debris.

ANNEXURE-D

RESPONSIBILITY MATRIX

SOW	Description	Responsibility Matrix	
		Sun Petro	Bidder
Engineering	Preparation of drawings		√
	Approval of drawings	√	
	As Built Drawings		√
Quality	Inspection Testing & Quality Plan		√
Inspection	Inspection of all material	√	
Fabrication, Construction equipment, Material	All construction equipment, material, water, consumables etc		√
	All required Tools, Tackles, Transport of man & material, Safety gear etc		√
Execution of piping works	Mobilization/ Sourcing of construction equipment/ material as per IS/ASME		√
	Debris removal & disposal		√
	Mobilization of skilled/ unskilled manpower		√
RCC/PCC/ activity	Material sourcing		√
	Sourcing of Manpower		√
Safety	Following safety requirements of Oil & Gas Industry & as instructed by site In-charge.		√

ATTACHMENT-1

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

WHEREAS:

(1) By an Contract 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 _____ 202____ or and on behalf of (_____).

Name : _____

Designation : _____

Banker's Seal : _____

Address : _____

ATTACHMENT-2
LIST OF APPROVED BANKS

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

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