

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-010

Date: 19.10.2022

REQUEST FOR QUOTATION [RFQ]

Sub: Refurbishment/Overhauling of caterpillar make 3406 DITA model diesel engine for fire water pump at Offshore Platform at Hazira, Gujarat

RFQ No.: SunPetro/Hazira/M&M/2022-23/H-010

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 **for Refurbishment/Overhauling of caterpillar make 3406 DITA model diesel engine for fire water pump at Offshore Platform at Hazira, Gujarat** 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 Month / as mentioned in Call Out Notice

8. Contract Duration

6 months + 6 months 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 November 2022, 1500 hrs IST

10. LOCATION

RFQ No: SunPetro/Hazira/M&M/2022-23/H-010

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 ENVELPOE –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 & SCM
Sun Petrochemicals Private Limited.
8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7,
Saki Vihar Road,Chandivali, Powai,
Mumbai- PIN – 400072.
Kind Attn: Mr Nihit Jain

14. CLOSING DATE & TIME OF SUBMISSION OF BID

1500 HRS IST 10th November 2022

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

1. Scope of work for Refurbishment/Overhauling of caterpillar make 3406 DITA model diesel engine for fire water pump at Offshore Platform at Hazira, Gujarat.

1.1. Introduction:

The 'Sun Petrochemicals Private Limited' (SunPetro) was incorporated in 1995 for manufacturing of petrochemicals. SunPetro is owned by the Directors of flag ship 'Sun Pharmaceutical Industries Limited. SunPetro has diversified in E&P business since 2014 to contribute to the energy security of the country. SunPetro is currently Operating five Oil & Gas fields four in Cambay basin Gujarat and one in Western Offshore Basin.

Hazira field is operated by Sun Petrochemicals Pvt Ltd (SunPetro) under the terms of the Hazira PSC between the Government of India, and SunPetro. As a part of Hazira offshore development project SunPetro has installed drilling cum production offshore platform namely "Alphabob", which is located at Gulf of Khambhat, near Surat, Gujarat state, India, just southwest of the port of Hazira and it was installed in 2004. The platform was designed, built and installed by Clough Offshore Ltd. Deck and jacket was built by CUEL in Thailand and the platform was installed by the Heavy Lift Vessel (HLV) Stanislav Yudin, operated by Seaway Heavy Lifting.

Hazira Offshore Platform is standalone platform with a conventional fixed jacket type substructure and topsides with a three-level deck. The substructure is a six-legged jacket installed at the location with six main piles driven through the legs. The topsides are a six-legged, two-level trussed structure. There are provisions for a maximum of 16 conductor well slots. The drilling equipment packages with all supplies and storage modules and Living quarters for 80 persons (approximately) are supported on the upper deck. The wellheads together with the manifolds, wellhead control panel, test separator and other minimum production equipment are accommodated on the cellar deck. The platform also provided with a boat landing for access through sea.

There are 2 Nos. of WPIL make GM 16 TC Model vertical multistage centrifugal pump located at cellar deck at offshore platform. This pump is driven by Caterpillar make 3406 DITA Model Diesel engine. This pump is used in emergency purpose at offshore platform. When there will be fire, this pump starts automatically to extinguishes the fire at well head area. Out of 2 Nos. of fire water pump, one pump is master and other pump is slave. At present, Engine for Fire water pump is in corroded, nonfunctional and in non-maintenance condition. It is planned to refurbish/overhaul this engine at offshore platform.

Details of Engine

Make : Caterpillar
Model No : 3406 DITA
Arrangement no : 4W 3798
Power Rating : 250 KW
Type of charging : Turbocharged
RPM : 1750
Starting System : Batteries
Method of starting : Auto & Manual
Method of stopping: Manual

1.2. Objective:

To refurbish/overhaul exiting corroded, damaged and nonfunctional Caterpillar make 3406 DITA Model engine of fire pump P 231 Also repair / modify / replace existing base frame, Diesel storage tank and associated pipelines.

1.3. Scope:

- I. Refurbish/Overhaul of existing fire pump P 231 engine
- II. Shifting of engine to workshop for overhauling activity.
- III. Modification / Repair / Replace existing base frame of engine, diesel storage tank & associated

pipeline at offshore.

- IV. Successful Trial run after installation of Refurbished Engine and warranty for one year

1.4. Detail Scope of Work

Vendor Scope of work:

- a. Site visit to be carried out physically or by virtually to understand the access location of engine
- b. De-couple the engine from gear box of vertical centrifugal pump
- c. Dismantling of engine from base frame
- d. Shifting of engine from location to designated area at offshore platform. Arrangement required for shifting (temporary structure) the engine will be done by vendor with material
- e. Modification / Repair / Replace of engine base frame, diesel storage tank and associated pipelines
- f. Transportation of engine from Magdalla port / Jetty to your workshop & vice versa
- g. Refurbish/Overhaul existing engine. Spare required for refurbish / overhaul of existing in contractor scope. Painting on engine to be done.
- h. Test run to be done in presence of company representative at their workshop
- i. Installation of engine on its location at offshore platform. Arrangement required for shifting (temporary structure) the engine on platform will be done by vendor with material
- j. Alignment of engine with pump
- k. Trial run to be taken at site
- l. Lifting tools and tackles required for this job, special tools if any, consumables in vendor scope
- m. Necessary manpower required for this job
- n. 12 months warranty after completion of job

SunPetro' s Scope of work:

- a. Provide daily work permit for said job
- b. Transportation of engine from platform to Magdalla port and vice versa.
- c. Lifting equipment Like crane at platform and at Magdalla port
- d. Accommodation, food will be provided at offshore platform
- e. Power, water, Air will be provided at offshore platform
- f. Heat exchanger with associated piping for cooling system

1.5. HSE consideration:

SunPetro places prime importance on health, safety and environmental ("HSE") issues and requires that the contractor actively pursue the highest standards of HSE performance. SunPetro's expectations in terms of HSE goals for this contract are simply stated – no accidents, no harm to people and no damage to the environment. Following are the minimum HSE compliance but not limited to –

- a. Contractor shall have to follow SunPetro HSE rules and policy.
- b. All general PPE's and special PPE's with test certificate.
- c. Daily Tool box talk with all involved personnel and record to be submitted.
- d. Daily progress report.
- e. Test certificate of all lifting tackles / equipment etc.
- f. PTW to be followed.
- g. Work related SOP / JSA .
- h. Work related Risk assessment
- i. (Personal survival training) certificate is mandatory requirement

BID EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA:

1. Having min 5 year of experience for overhauling of caterpillar make diesel engine with installation.
2. Contractor shall provide the list, with backup documents like Work orders, Completion certificates etc to meet sr. no-1 requirement.

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 always maintain 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 Contractors 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)

Price Schedule

Sr No.	Description of Activity	Unit	Price in INR	No. of Days to complete the work
01	Refurbish/Overhaul of CAT make 3406 DITA Diesel engine. Detailed activities are as per scope of work.	Lump sump (1 No.)		
02	Modification / Repair / Replace of existing engine base frame, diesel storage tank & associated pipeline	Lump sump (1 No.)		
03	GST as applicable			
	TOTAL COST in INR			

NOTE:

- Price shall be inclusive of all taxes and duties except GST/ISGT which will be paid extra as applicable.
- Contractor has to complete the Job & submit final report within 15 Days of Job completion.
- No other cost will be considered other than above for said work.

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.

Invoices to be addressed:

**Sun Petrochemicals Pvt. Ltd.,
Hazira Gas & Oil Facility
Village Hazira- Surat 394 270**

ANNEXURE-D

RESPONSIBILITY MATRIX

S. No.	Description	Contractor scope	SunPetro scope	Bidder's comment (Y/N)
1	Permit			
1.1	Issue of necessary work permits for carrying out job.		√	
1.2	Issue of Gate pass / permits to facilitate easy movement of contractor's personnel, his tools / tackles, consumables as & when required to be used.		√	
1.3	Mandatory & specific PPE & Coverall with Contractor Logo.	√		
1.4	Permission from govt agency like GMB, Custom etc.		√	
2.0	UTILITY			
2.1	Supply of water, power & Light.		√	
2.2	Crane support for material and equipment loading / unloading from boat at platform.		√	
3.0	SPECIFIC ITEMS AND TOOLS TACKLES CONSUMABLES			
3.1	Supply of required tools, tackles, equipment, spares and consumables if any for execution of job as per SOW.	√		
3.2	Work related special tools and PPES's.	√		
4.0	INSPECTION & MONITORING			
4.1	Inspection and monitoring of work performed by the contractor as per scope of services		√	
5.0	TRANSPORTATION		√	

5.1	Transportation of contractor's manpower, equipment and material etc. at Hazira jetty	√		
5.2	Transportation of manpower, equipment & material from jetty to offshore & vice -versa		√	
6.0	FOODING & LOADING			
6.1	Lodging and boarding of contractor manpower at offshore platform		√	
6.2	Food arrangement at onshore	√		
7.0	DOCUMENTTS			
7.1	12 Month performance warranty	√		
7.2	DPR, JSA/TBT/Risk assessment		√	
8	Complete Inspection of engine			
8.1	Complete inspection of refurbished/overhauled diesel engine at vendor workshop		√	
8.2	Painting condition -if required painting to be done	√		
8.3	Spare required for refurbish / overhauling of engine	√		
8.4	Temporary structure required for shifting of engine at platform including material and equipment	√		
8.5	Execution of job as per scope of work.	√		
8.6	Heat exchanger with associated pipeline for cooling system		√	

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