

**Section – D**

**Model Agreement**

**&**

**Other terms & Conditions of Gas Sale**

## MODEL AGREEMENT (GAS SALE AGREEMENT)

THIS CONTRACT is made on this \_\_\_\_\_ between

**SUN PETROCHEMICALS PVT LTD** (CIN: U24219GJ1995PTC028519), a Company incorporated under the provisions of the Indian Companies Act, 1956 having its registered office at Ground Floor, Synergy House No. 1, Subhanpura Road, Vadodara – 390003 and having its head office at ATL Corporate Park, 8<sup>th</sup>, 09<sup>th</sup> & 10<sup>th</sup> Floor, Saki-Vihar Road, Powai, Mumbai - 400072 hereinafter collectively called “SELLER” (which expression shall, where the context so requires or admits of, be deemed to include its successors or administrators or permitted assigns and also referred as COMPANY or PRICIPAL ) of THE ONE PART; and

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_ hereinafter called “BUYER” (also hereinafter may call as PURCHASER , which expression where the context so requires or admits of, be deemed to include its successors or administrators or permitted assigns) of THE SECOND PART.

WHEREAS the SELLER, under the Production Sharing Contract signed with Government of India, is authorized to produce and sell Natural GAS ( also referred as NATURAL GAS Or GAS )and the BUYER desires to purchase and receive the ‘Natural GAS’ from the SELLER and the SELLER agrees to sell and deliver to the BUYER the Natural GAS as produced in its natural state hereinafter referred to as GAS produced from the Bhaskar Field, Gujarat on the terms and conditions stated here under which have been mutually agreed upon between the SELLER and the BUYER.

For the sake of reference and ease SELLER and BUYER can together be referred to as “Parties” and SELLER and BUYER can individually be referred to as “Party”.

### ARTICLE - 1

#### DEFINITION AND INTERPRETATIONS

The following words shall have the meaning assigned respectively against each one of them in this CONTRACT:

- 1.1 “ASTM” means the American Society of Testing Materials.
- 1.2 “CONTRACT” means this CONTRACT along with Annexure-I and Annexure-II.
- 1.3 “Day” means a period of twenty-four (24) consecutive hours beginning and ending at 06:00 hours and the reference date for any such day shall be the date on which such day starts at 06:00 hours.
- 1.4 “Bhaskar Delivery Point” shall mean downstream flange of the pipeline at the outlet of GAS metering station of SELLER at Bhaskar.
- 1.5 “First fortnight” means a period commencing at 06:00 hours on first day of month and ending on 06:00 hours on sixteenth day of the month and Second fortnight from 06:00 hours on sixteenth day of the month to 06:00 hours of the first day of the next calendar month.
- 1.6 “GAS or NATURAL GAS” means GAS produced from GAS wells, GAS condensate wells, and the residue GAS remaining after processing such GAS for the removal of liquefiable hydrocarbons and impurities therefrom, to meet GAS specifications given in Annexure - I.
- 1.7 “Gross Heating Value” or “GHV” means the quantity of heat, expressed and measured in Gcals/MMBTU as the case may be, produced by the complete combustion at Atmospheric Pressure of 1 (one) Standard Cubic Meter of Gas at 15 (fifteen) Degree Celsius and with

excess air at the same temperature and pressure as the Gas when the products of combustion are cooled to 15 (fifteen) Degree Celsius when the water formed by combustion is condensed to a liquid state and the products of combustion contain the same total mass of water vapour as the Gas and air before combustion as defined in the Latest Approved Version of ISO 6976 for Gas (REAL).

- 1.8 "Kilo Calorie" shall mean the amount of heat required raising the temperature of one (1) kilogram of water by one (1) degree Celsius at fifteen (15) degree Celsius.
- 1.9 "Month" means a period beginning at 06:00 hours on the first day of a calendar month and ending at 06:00 hours on the first day of the succeeding calendar month
- 1.10 "Net Heating Value" shall mean the number of kilo calories evolved by complete combustion at a constant pressure of one (1) standard cubic meter of GAS with air and with the temperature of GAS, air and products of combustion at fifteen (15) degree Celsius and all the water formed by combustion reaction remaining in the vapor state.
- 1.11 "Standard Cubic Meter" (SCM) of GAS means a quantity of GAS required to fill one (1) cubic meter of space when the GAS is at an absolute pressure of seven hundred and sixty (760) millimeters of mercury and a temperature of fifteen (15) degrees Celsius.
- 1.12 "Time" shall be stated in Hours and shall mean, 'Indian Standard Time'.
- 1.13 "Week" means a period of seven (7) consecutive Days beginning at 06:00 hours from Monday.
- 1.14 Month and Day whenever used in this CONTRACT imply that of Gregorian calendar.
- 1.15 "Year" means a period commencing from 06:00 of 1st April of a year and ending on 06:00 of 1st April of the next year.
- 1.16 Words imparting the singular only also include plural and vice-versa where the context so requires.
- 1.17 The headings and titles of Articles in this CONTRACT are for convenience and shall not be taken into consideration for interpretation.

## **ARTICLE - 2**

### **PERIOD OF CONTRACT**

- 2.01 Notwithstanding date of execution, Parties agree that this CONTRACT shall come into force with immediate effect. The supply of GAS under this CONTRACT will commence within 6 months from date of award or as mutually decided by the Parties. The tenure of this CONTRACT shall be for a period of Five Years (5) years from commencement of Gas Sale (such period hereinafter referred as **Term**).
- 2.02 Both the party hereby further agree to extend the period of the contract by mutual agreement for another two year, single or multiple trenches, subject to continuity of validity of Production Sharing Contract signed between the SELLER and Government of India for the Bhaskar Field.
- 2.03 If Seller wants to terminate the contract, the same can be done by giving advance notice of 3 months to the Buyer.

## **ARTICLE - 3**

### **EXTENSION OF PERIOD OF CONTRACT**

- 3.01 If any of the Parties hereto desire an extension of period of CONTRACT it shall give to the other Party a prior notice in writing of its such intention at least one (01) month before the

expiry of the period stipulated in Article 2.01 where upon the period may be extended on such terms and conditions and duration as may be mutually agreed upon. Provided further that the renewal of the CONTRACT shall be finalized and executed between the Parties at least fifteen (15) days before the expiry of Term in Article 2.01.

#### **ARTICLE - 4**

##### **DELIVERY OF GAS**

- 4.01 The GAS shall be delivered from the Bhaskar Delivery Point to the BUYER. The BUYER will be responsible for receipt of GAS as delivered by the Seller at the Bhaskar Delivery Point.
- 4.02 GAS metering station at the Bhaskar Delivery Point is available and shall be augmented as per requirement and shall be operated by the SELLER at its own expense.
- 4.03 The BUYER shall make all proper and adequate arrangements for receiving GAS at Bhaskar Delivery Point at its own risk and expense and any defect arising in the receiving equipment shall be rectified by the BUYER.
- 4.04 The title to GAS shall pass from the SELLER to the BUYER at the Bhaskar Delivery Point.
- 4.05 The SELLER shall supply GAS to the BUYER at a minimum gauge pressure of about Decimal point five (0.5) Kg/cm<sup>2</sup> at the Bhaskar Delivery Point. In case higher pressure is available same will be supplied at higher pressure in consultation with buyer.

#### **ARTICLE - 5**

##### **QUANTITY OF GAS**

- 5.01 The SELLER agrees to sell and deliver GAS, to the BUYER a quantity approximately upto Fifty Thousand (30,000) Standard Cubic Meters per day in parcel size of 10000 SCMD each as quoted by bidder. In case higher volume of Gas is available, the same shall be given to BUYER at the Contract price.
- 5.02 Parties agree that during the Term of this CONTRACT, the supply of gas shall be on a best efforts basis or reasonable endeavour basis without any compensation for no / partial delivery of Gas by SELLER.

#### **ARTICLE - 6**

##### **QUALITY OF GAS**

- 6.01 The quality of GAS to be delivered to the BUYER will conform to the specifications laid down in Annexure I hereto which shall form part of this CONTRACT.

#### **ARTICLE -7**

##### **SAMPLING OF GAS**

- 7.01 Sampling of GAS shall be done according to ASTM method D-1145-53 titled "Sampling of Natural GAS" as contained in ASTM committee report of September 1953 and such modification thereof as may be made in future reports published by this authority, which will be binding to the parties hereto.
- 7.02 For the purpose of Sampling of GAS,
  - a) Offline gas chromatograph is available for analysis of GAS on monthly basis. Same will be used for daily certification of quality and quantity of gas. Data of the same will be shared by the SELLER with the BUYER on mutually agreed frequency
  - b) Sample shall be jointly analysed by the SELLER and the BUYER in an independent laboratory acceptable to both the parties for any other parameter not available from gas chromatograph

on mutually agreed frequency but not earlier than quarterly basis.

- c) The SELLER/BUYER shall give forty-eight (48) hours advance notice to the COUNTER PART to depute his representative to be present at the time samples are taken and GAS analysed.

It is also agreed that if the BUYER's/SELLER's representative fails to be present at the time of sampling and analysis even after due notice, the party remaining present will issue the quality certificate which will be binding on the other party and this matter shall not be subject to arbitration.

## **ARTICLE - 8**

### **MEASUREMENT & CALIBRATION**

- 8.01 The volume of GAS supplied under the CONTRACT shall be measured by flow meter installed at the GAS metering station of the SELLER. The GAS composition and net calorific value of GAS shall be as measured at SELLER'S terminal at Bhaskar and the same shall be applicable for the CONTRACT. The measurement shall include all corrections in installation practices recommended for accurate metering of GAS by AGA GAS measurement committee report No.3 and No.7 by American Gas Association (AGA) and shall be binding on the parties hereto.
- 8.02 The flow meter at SELLER's installation shall also be calibrated at a frequency to be mutually agreed upon. This shall include transmitters, RTD and print out of flow computer data of basic factors as per AGA-3 jointly taken and signed by the SELLER and the BUYER.
- 8.03 In case the BUYER has any doubt as to the accuracy of the flow meter of the SELLER, it shall inform the same to the SELLER in writing and may request for checking/calibration of the flow meter. The cost of such special test shall be borne by the BUYER unless the percentage of inaccuracy is found to be more than limits stated in Article 8.01 above.
- 8.04 If on calibration, the SELLER's meter registers a variation of more than  $\pm 1$  (One) percent or if the SELLER's meter is out of service, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of GAS during the period between the last calibration and the present, shall be followed:
- I. By using recording by the check meter of the BUYER if installed and accurately registering ; or
  - II. By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation ; or
  - III. By estimating the volume of GAS delivered by comparison with deliveries during the period under similar conditions when the SELLER's meter was registering accurately.
- 8.05 The period to which the above correction will apply will be as under:
- I. If any period during which the SELLER's meter has malfunctioned is known or agreed upon that will be the period to which the correction is to be applied.
  - II. If the period is not known the correction shall be made for a period equal to half of the time elapsed since the date of the preceding calibration test, provided the correction period does not exceed sixteen (16) days.
- 8.06 In any case, if at the time of calibration the meter error exceeds half percent it will be re-calibrated.
- 8.07 Upon the written request of the BUYER, the SELLER shall permit the BUYER to examine relevant records, charts and calculations from its metering and measuring equipment. The SELLER shall preserve all such charts, records and calculations until such time the payment covered by the invoice of the SELLER has been paid by the BUYER. And likewise upon the written request of the SELLER, the BUYER shall permit the SELLER to examine relevant

records, charts and calculations from its check meter. The BUYER and the SELLER shall have the access to each other's record to ascertain the quantity of sale of GAS sold by the SELLER and bought by the BUYER. The BUYER shall preserve all such charts, records and calculations for a minimum period of one (01) year from the date of presentation of invoice by the SELLER. Provided in the event of the dispute regarding billing/payment such records shall be preserved by the BUYER/SELLER till the dispute is finally settled.

## **ARTICLE - 9**

### **SHUT DOWN AND STOPPAGE OF GAS**

- 9.01 The scheduled shutdown of GAS supply on both sides shall be limited, in each case, to a maximum of fifteen (15) days in a financial year. The Party desiring shutdown for the purpose shall give notice in writing to the other Party not later than the 31<sup>st</sup> January in each year (or by such other date as may be mutually agreed or at least one month in advance
- 9.02 The BUYER shall inform the SELLER immediately about any defects in GAS receiving station and GAS pipeline downstream of the Bhaskar Delivery Point for complete or partial stoppage of supply of GAS.
- 9.03 The SELLER shall, likewise, inform the BUYER immediately about any defects in GAS installations for discontinuance or complete or partial stoppage of supply of GAS.

## **ARTICLE - 10**

### **PRICE OF GAS**

- 10.01 The price of NATURAL GAS having a Gross Heating Value (GCV) of 17500 Kilo calories shall be **GAS PRICE in MMBTU** as defined in Article 10.02 below.
- 10.02 The GAS PRICE in USD/MMBTU is to be determined based on following formula:

$$P = A + B$$

**Where,**

- i) "P" = Gas Price in USD/MMBTU (on GCV Basis),
- ii) "A" = Domestic Gas Price as published by PPAC, Govt. of India in accordance with MoPNG's Notification No.L-12015/1/2022-GP-11 dated: 7th April 2023, on monthly/periodic basis in USD / MMBTU (on GCV Basis) without applying ceiling, if any, as may be applicable for gas produced by ONGC/OIL from their nomination fields
- iii) "B" = Premium Price over and above the Domestic Gas Price to be quoted by bidder in USD/MMBTU (on GCV Basis)

Bidders are requested to quote their best premium "B" in USD / MMBTU on GCV Basis as per above formula for lifting gas from SunPetro's Bhaskar Field in Gujarat as per Scope, tender Terms and Conditions including Responsibility Matrix:

Exchange Rate, USD to INR, shall be based on reference rates published by RBI on the first working day of the applicable month (<https://fbil.org.in>)

### **GAS PRICE EXAMPLE:**

1. Domestic Natural Gas price (As published by PPAC ) for October 2024 = "A" = USD 7.48 /MMBTU on GCV basis
2. "B" = Premium to be quoted by bidder = 2.22 (Say) USD/MMBTU
3. Gross Cal. value of gas = 17500 Kcal /SCM
4. Gas Price in USD/MMBTU (on GCV Basis)= "P"= USD 7.48+2.22 = USD 9.70 / MMBTU

**NOTE:**

- 1 MMBTU = 252000/17500 = 14.4 SCM
- 1 USD = 83.8149 INR (RBI reference rate as on 01.10.2024 )

10.03 The price of natural GAS in Article 10.01 above is the price at the Bhaskar Delivery Point and exclusive of Sales Tax, Value Added Tax (VAT) Duties, Rates, Cess, Fee, Octroi, GST and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies which shall be borne by the BUYER over and above the aforesaid price.

10.04 In case of any doubt or clarification by the BUYER whether a particular Cess or Tax or Fee or Duty or Levy or assessment etc. or any change thereto is effective or imposed, as the case may be, the BUYER shall take up the matter directly with the concerned Central or State Government or local authority or any such other body or bodies without withholding the payments thereto due under this CONTRACT and shall inform the SELLER regarding the decision of such authorities.

The SELLER shall allow the BUYER to avail Sales Tax Exemptions/Concessions under the incentive scheme of the Government of Gujarat and/or Government of India. As provided in such incentive schemes, the SELLER shall charge Sales Tax at rate as applicable under the incentive scheme from time to time to be communicated by BUYER to SELLER subject to submission of satisfactory documents justifying Buyer's eligibility for availing such exemptions and an undertaking in appropriate format as may be required by the Seller.

10.05 The exchange rate (Indian Rupee vs. US \$) for purposes of this contract, shall be the rates applicable under Article 10.02 above.

10.06 In case of any change in the mechanism of periodical publication of gas price by PPAC or publication of Reference Rates for USD/INR conversion, Parties will meet mutually and agree on alternate methodology for determining gas price.

## ARTICLE - 11

### BILLING AND PAYMENT

11.01 The SELLER shall raise invoice on every month covering actual quantity of GAS in SCM and also in MMBTU (GCV) received at the natural GAS price as applicable from time to time as defined in Article 10 and the BUYER agrees to pay the invoice so raised in full within five (05) working days of presentation of the said invoice. Payment shall be made in INR based on the Exchange Rate as mentioned in Article 10.02.

11.02 In case, there is any dispute relating to billing, the BUYER shall not withhold payment. After making full payment, the BUYER shall lodge a claim before the SELLER giving full particulars within a period of fourteen (14) days from the date of making the payment and such claim, if found correct, shall be adjusted by the SELLER against the next invoice of supply of GAS, and no interest shall accrue on such adjustment by the SELLER to the BUYER.

11.03 The BUYER shall pay interest on all delayed payments at uniform rate as follows

No of Days	Interest % p.a.
First 45 days from the date of Billing	PLR + 1.5%
46 <sup>th</sup> day onwards till settlement of Bill	PLR + 2.0 %

For the purpose of Prime Lending Rate (PLR), SBI rate shall be considered.

11.04 If payment by the BUYER is not made as stipulated herein above, within sixty (60) days of raising invoice, the SELLER shall be at liberty, without prejudice to any other right the SELLER may have, to stop supply of GAS forthwith and the supplies may not be resumed until all payments in full including interest and penalty as decided by the SELLER are received by the SELLER from the BUYER.



## **ARTICLE – 12**

### **BANK GUARANTEE / PAYMENT SECURITY**

- (a) The Buyer shall at all times from the Start Date till the expiry or termination of this Contract, open and maintain an unconditional, irrevocable Bank guarantee in favour of the Seller, with a bank acceptable to the Seller, to secure any payments as may be due and payable by the Buyer to the Seller from time to time under this Contract and in a form as shown in Annexure-IV herein and as acceptable to the Seller (hereinafter referred to as the “Payment Security”).
- (b) The Payment Security shall be effective and delivered to the Seller within 15 days from award of Contract / Letter of Award.
- (c) The Payment Security shall be for an amount equivalent to the sum of 60 (Sixty) multiplied by daily Volume of Gas available for Sale multiplied by Price of Gas. Buyer shall bear all expenses and bank charges in connection with establishment of such Payment Security. The BG shall be valid for 5 Years and 60 days or for One Year and 60 Days on auto renewal basis for each year and shall be renewed fifteen (15) days before its expiry of primary term (1 Year).
- (i) Upon drawl:  
The Buyer shall replenish, renew or replace the Payment Security such that it is, at all times, for an amount determined in accordance with the provisions of Article and should the Seller draw on such Payment Security under Article in respect of any sum owing, then the Buyer shall, within seven (7) Days of such drawal, replenish, renew or replace the Payment Security for the amount required under this Article as if no such drawl had occurred in relation to the earlier Payment Security.
- (ii) Before expiry:  
If the Payment Security is not renewed or replaced within fifteen (15) Days prior to its date of expiry then the Seller shall have the right to draw on the balance amount of such Payment Security before it expires.
- (d) The Parties further agree that the Seller may seek revision in the face value of Payment Security at the end of each Month in case of any increase in the exchange rate and/ or Price of ten percent (10%) or more and / or increase in volume of gas and Buyer shall provide the same within seven (7) Business Days of such demand from Seller. The Buyer shall bear all charges payable to the bank issuing such Payment Security.
- (e) The Seller may invoke the Payment Security if the Buyer fails to pay any sum due and payable by the Buyer under this Contract.
- (f) The Seller shall have the right to assign the Payment Security to its lenders or to third parties with whom it has entered into contractual arrangements.
- (g) The Payment Security shall be liable to be invoked for encashment in the event of Buyer’s inability to offtake Gas on the Offtake Date.
- (i) The Payment Security shall be liable to be invoked for encashment If the Buyer fails to lift the Gas as per Contract.

## **ARTICLE - 13**

### **TRANSFER OF RIGHTS**

- 13.01 The SELLER may at any time transfer or assign all its rights and obligations under this CONTRACT to any other associated company or corporation by giving prior notice in writing to the BUYER of such transfer or assignment and thereupon all its rights and obligations under this CONTRACT for supply of GAS shall stand transferred to such associated company or corporation or institution to whom the SELLER so transfers or assigns its rights and obligations.

Such transfer is permitted provided that:



- The SELLER shall settle all dues in full including interest, if any, of the BUYER and others before such transfer or assignment.
- transferee has adequate technical and financial resources to perform its obligation under the Contract, and

Likewise the BUYER may at any time transfer or assign its rights and obligations under this CONTRACT to any other associated Company or Corporation or institution by giving prior notice to the SELLER of such transfer or assignment and thereupon all its rights and obligations under this CONTRACT for purchase of GAS shall stand transferred to such associated company or corporation or institution to whom the BUYER so transfers or assigns all its rights and obligations. Such transfer is permitted provided that:

- The BUYER shall settle all dues in full including interest, if any, of the SELLER and others before such transfer or assignment.
- Transferee has adequate technical and financial resources to perform its obligation under the Contract

#### ARTICLE - 14

##### ARBITRATION

- 14.01 Any dispute or difference whatsoever arising out of this CONTRACT which is not settled by mutual consultation, shall be referred to Arbitration under the provision of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder and any statutory modification thereof shall be applicable to this CONTRACT. The language of Arbitration shall be English. The Place of arbitration will be Ahmedabad.

#### ARTICLE - 15

##### FORCE MAJEURE

- (a) Definition: The term "**Force Majeure**" means any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (the "**Affected Party**") from performing in whole or in part its obligations pursuant to the terms of this Agreement; (2) are unforeseen and not within the Affected Party's reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a Reasonable and Prudent Operator under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include the following:
- (i) any act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
  - (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
  - (iii) epidemic, plague or quarantine;
  - (iv) air crash, shipwreck, or train wreck;
  - (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
  - (vi) strike, lockout or other industrial disturbances which are not due to the breach of any

- labour agreement by the Affected Party;
- (vii) radioactive contamination or ionizing radiation;
  - (viii) loss, failure, impediment, restriction in output or deliverability of reservoirs in the Gas Fields;
  - (ix) any loss, impediment, restriction, withdrawal, non-renewal, cancellation or termination of the PSC;
  - (x) any unlawful or discriminatory delay, modification, denial or refusal of any Governmental Authority to grant or renew, or any revocation of any required permits, clearances, or approvals;
  - (xi) any act/action or inaction of a Governmental Authority or compliance with such acts, directly affecting the ability of Buyer or Sellers to perform its obligations under this Agreement;
  - (xii) the expropriation or compulsory acquisition by any Governmental Authority of any assets, including shares, of Buyer or Sellers, excluding in the case of a Government Owned Party any such acquisition of that Party's assets by any Governmental Authority; or
  - (xiii) any decision, direction or order of a Governmental Authority, court or judicial authority pursuant to the terms of the PSC.
- (b) Limitations and Exclusions:
- (i) Notwithstanding anything to the contrary in this Clause 15, if, at any time during the Term of this Agreement, the Buyer is a Government Owned Party, then Buyer may not claim an event of Force Majeure for any action or inaction of a Governmental Authority that prevents Buyer from complying with any obligation under this Agreement unless such action or inaction applies equally to all public and private entities doing business in India and was not undertaken by the Governmental Authority to benefit Buyer.
  - (ii) Where an act, event or circumstance that primarily affects a third party or third parties (including a Party's construction or operating and maintenance contractors) prevents or delays a Party's performance hereunder, such act, event or circumstance shall constitute Force Majeure hereunder as to such Party if, and only if, it is of a kind or character that, if it had happened to a Party, such act, event or circumstance would have come within the definition of Force Majeure under this Agreement. Force Majeure may be applicable for events or circumstances affecting Sellers' Facilities or Buyer's Facilities, or Transporter's Facilities.
  - (iii) Notwithstanding anything to the contrary in this Clause 15, Force Majeure shall not include:
    - (A) any event or circumstance affecting facilities other than Sellers' Facilities, Buyer's Facilities, or Transporter's Facilities;
    - (B) the breakdown or failure of machinery operated by the Affected Party to the extent caused by (1) normal wear and tear which could have been avoided by the exercise of reasonable care and diligence,
    - (2) the failure to comply with the manufacturer's recommended maintenance and operating procedure (or, in the absence of manufacturer recommendations, failure to perform maintenance in accordance with the standard of a Reasonable and Prudent Operator), or (3) the non-availability at appropriate locations of standby equipment or spare parts in circumstances where reasonable prudence and foresight would have required that such equipment or spare parts be made available;
    - (C) the non-availability or lack of funds or failure to pay money when due; and
    - (D) where Buyer is the Affected Party, an executive act of any Governmental Authority unless such executive act (1) is generally applicable to all public and private entities doing

business in India, and (2) was not undertaken by the Governmental Authority principally to benefit Buyer.

(c) Notice and Reporting:

(i) The Affected Party shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (2) days after such commencement date, notify the other Party in writing of such event of Force Majeure and provide the following information:

(A) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;

(B) such date of commencement and an estimate of the period of time required to enable the Affected Party to resume full performance of its obligations; and

(C) all relevant information relating to the Force Majeure and full details of the measures the Affected Party is taking to overcome or circumvent such Force Majeure.

(ii) The Affected Party shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any such facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(d) Mitigation Responsibility:

(i) The Affected Party shall use all reasonable endeavours, acting as a Reasonable and Prudent Operator, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, provided, however, that the settlement of strikes or differences with employees shall be within the discretion of the Party having the difficulty, and relief under this Clause 15 shall cease to be available to the Affected Party claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

(ii) The Affected Party shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause 15 and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

(iii) The Affected Party shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(e) Consequences of Force Majeure:

(i) Provided the Affected Party has complied and continues to comply with the obligations of this Clause 15, and subject to the further provisions of this Agreement, the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure.

(ii) The Term of this Agreement shall not be extended due to an event of Force Majeure.

(f) Force Majeure Events Exceeding sixty (60) Days:

(i) If an event or series of events (alone or in combination) of Force Majeure occur and continue for a period in excess of sixty (60) consecutive Days, then the non-affected Party may serve a termination notice on the Affected Party, following which the Parties shall meet to discuss means to mitigate the impediments caused by the Force Majeure event.

(ii) If the Force Majeure event or series of events referred to in Clause 15(f)(i) is not

remedied within fifteen (15) days of the Affected Party's receipt of the relevant termination notice, then this Agreement shall automatically terminate on the fifteenth (15<sup>th</sup>) day following the Affected Party's receipt of such termination notice.

- (iii) Without prejudice to any liability of the Parties which accrued as of the date of termination of this Agreement, termination under this Clause 15(f) shall be without liability of either Party for damages arising out of such termination.

## **ARTICLE – 16**

### **GOVERNING LAW AND DISPUTE RESOLUTION**

- (a) Governing Law: This Agreement shall be governed by the laws of India.
- (b) Dispute Resolution: If there is any dispute between the Parties arising from or in connection with this Agreement, a Party may send notice to the other Party:
- (i) specifying the dispute; and
- (ii) requesting a meeting to seek in good faith to resolve it.
- The Parties will meet at a venue to be notified by the Sellers for this purpose within twenty-one (21) Days of the notice being sent. The meeting will be attended by members of the management team of the Parties with the necessary authority to resolve the dispute.
- (c) Referral of Dispute: If the dispute is not resolved at the meeting provided in Clause 16(b) or if such meeting is not held within the time period provided in Clause 16(b), then either Party may, by notice to the other in writing, refer the dispute for determination by an Expert in accordance with Clause 16(e) or to arbitration in accordance with Clause 16(f).
- (d) Co-operation: The Parties shall co-operate to resolve any dispute in accordance with the procedures set out in Clause 16(b) above but either Party may withdraw from those procedures at any time after the expiration of the maximum time period by giving written notice to the other. The dispute may then be referred to determination by an Expert in accordance with Clause 23(e) or to arbitration in accordance with Clause 16(f).
- (e) The Expert
- (i) Resolution by Expert: Whenever any Person is to be appointed as an Expert under this Agreement, which shall include all disputes in relation to metering, the quality of Gas delivered or made available for delivery, the determination of any Allocated Quantity and whenever during the Term the Parties agree that a dispute between them shall be resolved by an Expert, the provisions of this Clause 16(e) shall apply.
- (ii) Appointment of Expert: The procedure for the appointment of an Expert shall, save as may otherwise be agreed by the Parties, be as follows:
- (A) the Party wishing the appointment to be made shall give notice to that effect to the other Party, together and with such notice, shall give details of the matter or dispute which is proposed to be resolved by the Expert;
- (B) the Parties shall meet within seven (7) Days of a notice being given under paragraph 16(e)(ii)(A) above and shall endeavour to agree upon a single Expert to whom the matter in dispute shall be referred for determination;
- (C) if within fourteen (14) Days from the service of the notice the Parties have either failed to meet or failed to agree upon an Expert, then the matter may forthwith be referred by either Party to the ICC Centre for Expertise, which shall select an Expert within fourteen (14) Days and notify the Parties of such selection;
- (D) upon an Expert being agreed upon or selected under the preceding provisions of this Clause 16(e), the Parties (or either Party) shall forthwith notify such Expert of his selection

and shall request him within fourteen (14) Days to confirm in writing whether or not he is willing and able to accept the appointment and whether he has or may have some interest or duty which conflicts or may conflict with his function under such appointment;

- (E) if such Expert is either unwilling or unable to accept such appointment or has not confirmed his acceptance of such appointment within the said period of fourteen (14) Days, then (unless the Parties are able to agree upon the appointment of another Expert) the matter shall again be referred (by either Party) in accordance with the preceding provisions of this Clause 16(e) to the ICC Centre for Expertise, which shall be requested to make a further selection and the process shall be repeated until an Expert is found who accepts his appointment;
  - (F) the Parties may appoint a Person as an Expert notwithstanding that the Person may have or may have disclosed an actual or potential conflict of interest; and
  - (G) the contract of appointment of the Expert shall be entered into jointly by the Parties and the Parties shall co-operate in good faith in the negotiation and agreement of the terms and in the administration of the contract of the Expert, provided that if there is any dispute between the Parties on the amount of remuneration to be offered to the selected Expert or upon any of the other terms of his appointment (other than as provided for by this Agreement), then such amount or such other terms shall be determined by the ICC Centre for Expertise whose decision shall be final and binding on the Parties.
- (iii) Nature of Expert:
- (A) An Expert may be an individual, partnership, association or body corporate and shall be generally recognised as an expert with at least ten (10) years' experience in the field of expertise relevant to the dispute.
  - (B) Subject to Clause 16(e)(iv) and notwithstanding that at the time of the appointment, or at any time before the Expert gives his determination under such appointment, he has, or may have, some interest or duty which conflicts, or may conflict, with the Expert's function under such appointment, any Person appointed as the Expert shall be entitled to act as such Expert, provided that such Expert shall disclose any such interest or duty of which the Expert is aware before accepting such appointment (or promptly upon any such interest or duty arising subsequent to such appointment) and the Parties shall, within ten (10) Days of such disclosure, confirm the Expert's appointment.
  - (C) If any Party fails to give such confirmation because it considers that there is a material risk of such interest or duty prejudicing the Expert's decision, then the other Party may apply to the ICC Centre for Expertise which shall decide if such Expert shall be appointed (or have its appointment confirmed) or not, having considered any submissions any Party may wish to make, and if the ICC Centre for Expertise decides not to confirm the appointment, it shall be deemed never to have been made and the Parties or the ICC Centre for Expertise shall select another Expert in accordance with the foregoing provisions of this Clause 16(e).
  - (D) Notwithstanding Clause 16(c), no Person shall be appointed an Expert who at the time of appointment is (or at any time before he gives his determination under such appointment becomes) a director, officeholder or an employee of, or directly or indirectly retained as consultant for, the Buyer or the Sellers (or any Affiliate of such Party) or of any of the financiers of the foregoing, or who is the holder, directly or indirectly, of shares in any Party or any Affiliate of a Party (unless such Party or Affiliate (as the case may be) is a company quoted on a recognised stock exchange and the shareholding held is less than one per cent. (1%) of the issued shares of any class).

(iv) Process of Determination:

- (A) Subject to the Expert's right to call for oral explanations, submissions or information from a Party pursuant to Clause 16(e)(iv)(B), all communications or submissions from either of



the Parties to the Expert relating to the matter to be resolved by the Expert shall be made in writing and a copy thereof shall be provided simultaneously to the other Party.

- (B) Each of the Parties may make such written submissions and may supply such written information to the Expert as it thinks fit and the Expert shall be entitled to request and receive such oral or written explanations, submissions or information from the Parties as he may consider desirable to enable him to reach his decision, in which event each of the Parties shall, subject to Clause 16(e)(v), comply promptly with any such request, and the other Party shall be provided with a copy of such written submissions and documentation by the relevant Party and shall be entitled to be present or represented at any such oral submission, explanation or examination.
- (C) If a Party is requested by the Expert to make or give any oral explanations, submissions or information to an Expert, such Party shall give to the other Party not less than fourteen (14) Days' notice of the time and place at which such oral explanations, submissions or information are to be made or given and shall afford to the other Party the opportunity to be present.
- (D) Irrespective of whether the Expert requests oral explanations, submissions or information, the Expert shall require the Parties to submit final written proposals on the subject matter of the dispute in such form and by such date as the Expert may require (but in any event upon not less than fourteen (14) Days' notice).
- (E) The Expert shall be entitled to obtain such independent professional or technical advice as he may reasonably require.
- (v) Final Determination:
- (A) The Expert shall give his final determination in writing to the Parties, together with full written reasons for such determination, as soon as possible thereafter.
- (B) If within a reasonable period (which shall not, without the prior written consent of each Party, exceed sixty (60) Days after the acceptance by the Expert of the appointment) the Expert has not given a final determination, then (at the request of either Party) a new Expert shall be appointed under the provisions of this Clause 23(e) and, upon the acceptance of appointment by such new Expert, the appointment of the previous Expert shall cease, provided that if the previous Expert submits a final determination prior to the date upon which the new Expert accepts his appointment in writing, then such determination shall be binding upon the Parties and the appointment of the new Expert shall be withdrawn.
- (C) The final determination of the Expert shall be conclusive and binding upon the Parties save in the event of fraud, mistake, mistake of law (including interpretation of documents), miscarriage of justice on the part of the Expert or failure by the Expert to disclose any relevant interest.
- (vi) Expert not an Arbitrator: The Expert shall be deemed not to be an arbitrator but shall give his determination as an expert and the provisions of the Arbitration & Conciliation Act, 1996 and rules framed thereunder shall not apply to such Expert or his determination or the procedure by which he reaches his determination.
- (vii) Costs of Expert: Each Party shall bear the costs and expenses of all professional advisers, witnesses and employees retained by it, but the cost and expenses of the Expert and any independent advisers to the Expert applicable to any matter arising under this Agreement shall be apportioned equally between the Sellers and the Buyer.
- (viii) Language and Location: The language for all submissions, explanations, information, proposals and determinations pursuant to this Clause 16(f) shall be English and the location for any hearings shall be New Delhi, India.
- (f) Arbitration: All disputes that are not resolved by the Parties in accordance with Clause

16(b) or are not submitted to an Expert may be referred by either Party to be resolved by arbitration. Each arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and rules framed thereunder, with three arbitrators, one appointed by Buyer, one appointed by Sellers, and the third appointed by the two arbitrators so appointed. The place of the arbitration shall be New Delhi and the language of the arbitration shall be English. Subject to arbitration, this Agreement shall be subject to the sole and exclusive jurisdiction of the courts in New Delhi.

- (g) Related Disputes: The Parties agree that if a dispute which has been referred or which is to be referred either to an Expert or to arbitration hereunder:
- (i) raises issues which are substantially the same as or connected with issues raised in a dispute arising out of a gas sales and purchase agreement between one or more of the Sellers and a buyer for: i) delivery of Gas at the Delivery Point; or ii) the sale of Gas from the Gas Fields, which has already been referred to an Expert or to arbitration (a "**Related Dispute**"); or
- (ii) arises out of substantially the same facts as are the subject of a Related Dispute, then, at the election of the Sellers, the Sellers shall procure that, and the Buyer shall accede to, the Expert or arbitral tribunal (as the case may be) which has been appointed or which is to be appointed in respect of the Related Dispute also becomes the Expert or arbitral tribunal (as the case may be) in respect of the dispute hereunder.

#### **ARTICLE -17**

##### **PREVIOUS CORRESPONDENCE**

- 17.01 All the discussions and meetings held and correspondence exchanged between the BUYER and SELLER in respect of the CONTRACT and any discussions arrived at therein in the past and before the coming into force of the CONTRACT are hereby superseded by the CONTRACT and no reference of such discussions or meeting or past correspondence will be entertained by either the SELLER or the BUYER for interpreting the CONTRACT or otherwise.

#### **ARTICLE - 18**

##### **AMENDMENTS**

- 18.01 Any amendments to any of the provisions of any Article/s of the CONTRACT will be proposed and sent in writing to the other Party by the Party proposing such amendment and if both the SELLER and the BUYER agree to such amendment then the same shall be incorporated in the CONTRACT and shall become binding on the Parties from the date the agreement is reached unless otherwise agreed.

#### **ARTICLE -19**

##### **INDEMNITIES**

- 19.01 The delivery of GAS being a continuous process, once the GAS passes the point of delivery, the BUYER shall be deemed to be in exclusive possession and control of the said GAS and fully liable and responsible for its arrangements, appurtenance and properties. Accordingly the BUYER covenants and agrees to fully protect, indemnify and hold the SELLER, its employees, agents and successors and assigns harmless against any and all claims, all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against the SELLER whether by the BUYER, its employees, agents or successors and assigns or by third parties on account of damages or injury to property or person or loss of life or environment resulting from or arising out of the installation, presence, maintenance or operation of the intake arrangements, appurtenances and properties of the BUYER or other relating to the possession and handling of any GAS supplied and further defend the SELLER at BUYER's



sole expense in any litigation involving the SELLER.

Likewise, before the point of delivery the SELLER shall be in control and exclusive possession of GAS and shall be fully liable and responsible for its arrangements, appurtenances and properties. Accordingly the SELLER Covenants and agrees to fully protect, indemnify and hold the BUYER, its employees, agents and successors and assigns and harmless against any loss or damage and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, cost, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith which may be made or brought against the BUYER whether by the SELLER, its employees, agents or successors and assigns or by third parties on account of damage or injury to property or a person or loss of life resulting from or arising out of the installation, presence, maintenance or operation of the supply arrangements, appurtenance and properties and GAS metering station of the SELLER and the possession and handling of any GAS received and further defend the BUYER at SELLER's sole expense in any litigation involving the BUYER.

## **ARTICLE - 20**

### **ADDRESS OF PARTIES**

20.01 The address of the parties hereto unless changed by written notification to be given atleast 15 days in advance by registered letter prior to proposed date of change, shall be as follows:

#### **THE SELLER**

President  
Sun Petrochemicals Pvt Ltd  
8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> Floor, ATL Corporate Park  
Opp. L&T Gate no. 7, Saki Vihar Road  
Chandivali, Powai, Andheri, Mumbai – 400072  
Tel:9122-69325300

THE BUYER (Name & Address of Buyer)

## **ARTICLE – 21**

### **SUSPENSION AND TERMINATION**

A. Suspension: Without prejudice to any other rights and remedies, Seller may suspend delivery of Gas, upon five (5) Business Days' notice to Buyer, in any of the following circumstances:

- (i) Buyer's failure to make payments in full when due;
- (ii) Buyer's failure to establish, maintain or renew the Bank Guarantee as required herein;
- (iii) where suspension is required due to Law or in the event of any defect or unsafe operation in the Buyer's Facilities or downstream of the Delivery Point;
- (iv) Buyer's breach of its representations set out under this Agreement;
- (v) Buyer's breach of Anti Bribery obligations set out under this Agreement; or
- (vi) the occurrence of any termination event under Clause 21(B) (and without, for the avoidance of doubt, any need to await the expiry of any notice, cure or grace period provided for therein).
- (vii) if the Buyer, its Affiliates, or associated persons become a Restricted Party.
- (viii) If the Buyer fails to lift the Gas except scheduled shutdown period (not exceeding 15 days) as per Article 9, clause no.9.01

Upon and for the duration of such suspension, Seller shall be relieved of their obligation to make Gas available for delivery to Buyer under this Agreement, but Buyer shall not be discharged of any of its obligations under this Agreement, except for event mentioned under Clause 21(A)(iii). Seller shall resume delivering Gas as soon as reasonably practicable following the cure of the events listed above and in any case within forty-eight (48) hours of such cure.

B. This Agreement may be terminated by the Seller if the Buyer:

- (a) fails to pay any amount in full within thirty (30) days after the due date  
(b) commits any material breach of this Agreement, and if that breach is capable of remedy, fails to remedy such breach within thirty (30) Days of receipt of written notice from the Seller of that breach; or
- C fails to remedy within five (5) days following suspension of the Agreement in accordance with clause 21(A)(ii) in the event the Bank Guarantee as required herein has expired.  
(d) becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction while solvent); has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed, then the Seller may, without prejudice to any claim, remedy, suit or right of action that the Seller may have against the Buyer, terminate this Agreement by giving at least ninety (90) Days' notice in writing to that effect;
- Without prejudice to any claim, remedy, suit or right of action the Seller may have against the Buyer, Seller shall have the right to terminate this agreement upon five (5) Days' notice to Buyer (or such shorter period as may be necessary in the circumstances) upon termination of the PSC or cancellation of any or all of the applicable petroleum mining lease(s).
- D. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination and shall not affect or prejudice any provisions of this Agreement that is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

## **ARTICLE -22**

### **TAXES AND DUTIES**

- (a) Buyer shall assume full and exclusive liability for payment of all Taxes imposed in connection with, or related to, the sale purchase or delivery of Gas under this Agreement and any payments made under this Agreement. For the avoidance of any doubt, the liability for payment of Taxes shall include any Taxes that are paid, levied or accrued and payable or assessed or demanded or imposed pursuant to any interim order, provisional assessment, revisional assessment, judicial or executive review, final assessment or any other order made at any time by any Governmental Authority, court or judicial authority. Buyer shall be liable for fines, penalties or interest on Taxes which are required to be paid by Sellers under order made at any time by any Governmental Authority, court or judicial authority.
- (b) Buyer shall be liable for and shall indemnify (and keep indemnified), protect, defend and hold harmless Sellers and its Affiliates from and against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses, liabilities, settlements, and judgments arising from and against or in connection with any Taxes levied against Buyer (including any failure or delay by Buyer to pay such Taxes or submit required forms, returns or documents as stated at Clause 20(c)) or for which Buyer is responsible under

## **ARTICLE -23**

### **WAIVER OF SOVEREIGN IMMUNITY**

Each Party expressly acknowledges and agrees that this Agreement is being executed as part of a private and commercial transaction. Each Party hereby waives, to the maximum extent permitted by applicable Law, for itself and its Affiliates, and for its and their assets and revenues, any and all immunity to the extent that it may at any time exist whether on grounds of sovereignty, state immunity or otherwise, from suit, arbitration, proceeding, jurisdiction of any court, adjudication, enforcement of arbitration award, judgment, service of process upon it or any agent, execution or judgment, set off, attachment or other interim relief before judgment or on judgment or other legal process, including, without limitation,

the defences of “sovereign immunity”, and “act of state”, which such Party or its respective assets or revenues may now have or may in the future have under the applicable Laws of any jurisdiction, and such Party agrees not to assert any such immunity or defences in any proceedings with respect to this Agreement or in the enforcement of any award, judgment or execution resulting therefrom or from any transactions contemplated hereby or hereunder.

Sellers may recover such sums from Buyer including all costs, expenses and charges incurred by Sellers in connection therewith.

- (c) Buyer shall submit to Sellers all forms, returns, and documents (duly filled in and completed in all respects), within such time as may be requested by Sellers or prescribed by any Governmental Authority, whichever is earlier, that are required to enable Sellers to comply with the requirements of the Governmental Authority and/or any order from a court or judicial authority imposing or asserting any Taxes. If Buyer fails to submit any such forms, returns or documents to Sellers within the prescribed time then Sellers shall have the right to raise necessary invoices or debit notes for any differential liability for Taxes that may arise as a result of such failure of Buyer and Buyer shall make payment of such invoices or debit notes within four (4) Business Days.

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this CONTRACT signed and executed for and on their behalf:

WITNESS

WITNESS FOR & ON BEHALF OF THE SELLER

Sun Petrochemicals Pvt Ltd

1.

2.

WITNESS

FOR & ON BEHALF OF THE BUYER

1.

2.



## SPECIFICATION OF GAS

The GAS shall have the following limits of Composition at the Bhaskar Delivery Point

1. Scope of work includes evacuation of Low Pressure Untreated Associated Natural Gas from SunPetro's Bhaskar Field in Gujarat under following option:

Lifting of low pressure (at about 0.5 barg) uncompressed and untreated natural gas saturated with hydrocarbon & water vapour from downstream of oil / gas separators at Central Processing Facility (CPF) / Early Production System (EPS) for using the same in a suitable industry to be established by Buyer near to SunPetro's facility in Bhaskar Field, Khambhat in Anand Dist.

All the required equipment and land including obtaining statutory approvals for setting up a suitable facility to use the gas from SunPetro's facility shall be in the scope of Bidder / Buyer.

2. **Tentative gas composition and approx. quantity of Gas from SunPetro's Bhaskar field:**

S. No.	Component in Mole%	Bhaskar Field
1	O <sub>2</sub>	0.0
2	N <sub>2</sub>	0.168
3	CO <sub>2</sub>	2.29
4	C <sub>1</sub>	49.38
5	C <sub>2</sub>	4.32
6	C <sub>3</sub>	18.59
7	C <sub>4</sub>	17.67
8	C <sub>5</sub>	4.51
9	C <sub>6+</sub>	3.03
10	He	0
11	Total	99.958
12	Sp. Gravity	1.2088
13	Gross Calorific Value, Kcal/m <sup>3</sup>	17533
14	Net Calorific Value, Kcal/m <sup>3</sup>	16067
15	Maximum Quantity + / - 10% (scmd)	30,000

Note:

1. Composition of gas may change over the life cycle of field. Bidder to note this fact for changes if required in consumption over the period of contract.
2. The quantity mentioned above is indicative and subject to availability.
3. The gas quantity offered is from Bhaskar-I field and SunPetro shall make reasonable endeavor to achieve the gas availability profile as projected and it is expected that the actual availability would normally be in a range of + / -10% of the indicated profile. The gas will be on as is where is basis ex-SunPetro Installation, decided by SunPetro, to be delivered at the delivery point indicated above.
4. **Gas Pressure & Availability:**  
The gas shall be made available ex-SunPetro installation and the delivery pressures shall be around 0.5 to 10 barg. Gas shall be made available to Bidder downstream of separator with suitable arrangement.
5. The Buyer will make arrangement to evacuate gas from SunPetro's installation as decided by SunPetro to their respective plant / unit / sale points. The gas is available for sale from Sun Petro's field
6. **Gas Price Formula:**

Gas Price Formula is as mentioned in Article 10

**Bhaskar Field / CPF Address:**

M/s Sun Petrochemicals Pvt Ltd., CPF, Tamsa-Pandad Road, Pandad Village, Khambhat Taluka, Dist : Anand - 388625.

**Other terms & Conditions of Gas Sale**

1. The gas quantity offered is from Bhaskar field and SunPetro shall make reasonable endeavor to achieve the gas availability profile as projected and it is expected that the actual availability would normally be in a range of + / -10% of the indicated profile. The gas will be on as is where is basis ex-SunPetro Installation, decided by SunPetro, to be delivered at the delivery point indicated above.
2. Gas Pressure & Availability:  
The gas shall be made available ex-SunPetro installation and the delivery pressures shall be around 0.5 to 10 barg. Gas shall be made available to Bidder downstream of separator with suitable arrangement.
3. The prospective Bidder will make arrangement to evacuate gas from SunPetro's installation as decided by SunPetro to their respective plant / unit / sale points. The gas is available for sale from SunPetro's installation.
4. Bidders, who are in position to start receive of gas within 6 months from award of work or date of SunPetro's readiness to supply gas, should submit their bids.

## SELLER'S BANK DETAILS

Sun Petrochemicals Pvt. Ltd.

<b>Bank Name:</b>	ICICI Bank Ltd
<b>Address 1:</b>	G1, ACRUTI CENTRE POINT, KONDIVITA, NEAR TELEPHONE EXCHANGE, MIDC, ANDHERI(E), MUMBAI-400093
<b>Address 2:</b>	
<b>Address 3:</b>	
<b>City Name:</b>	Mumbai
<b>Pin Code:</b>	400093
<b>Account Title :</b>	Sun Petrochemicals Pvt Ltd-Bhaskar-I
<b>Beneficiary Account type:</b>	CURRENT
<b>Beneficiary Account Number:</b>	054405013167
<b>IFSC code:</b>	ICIC0000544



**Bid Evaluation Criteria (BEC)**

1. Each Bidder shall be required to meet the following basic eligibility criteria in order to participate in the auction process:
  - i. Be an entity registered under the Companies Act 1956 / Companies Act 2013 / Multi State Cooperative Societies Act, 2002 / Indian Partnership Act 1932 / Limited Liability partnership Act 2008;
  - ii. Be ready to consume or offtake natural gas on the Start Date through chosen evacuation methods;
  - iii. Details of proposed evacuation method/ route along with schematic to be included in relevant Form C2 and C3 during submission for technical evaluation;
2. Should be engaged in the business that involves either the consumption or the sale and purchase of natural gas;
3. Average Turnover for Bidder during last three Financial Years shall be minimum INR 1 CR.
4. The bidder should be very well conversant with oil & gas business and must be associated with at least one such type of business for the last one year.
5. Networth shall be positive for last 3 financial year.
6. Bid Bond:

Bids sent without complying with the terms and conditions and without bid bond are liable to be rejected.



## ANNEXURE – IV

### PROFORMA OF PERFORMANCE BANK GUARANTEE

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

**WHEREAS:**

- (1) By an Sale Agreement for ----- (here in after referred to as the "**Contract**") between \_\_\_\_\_ hereinafter referred to as the "**Buyer**") of the one part and Company of the other part, the Buyers agrees to perform the Work in accordance with the Contract.
- (2) In response to the request made by Buyer, 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 ----% **of the estimated / Annualized Contract value**, as guarantee for the obligations of the Buyer 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 Buyer 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 Buyer and Company with or without our consent or by any alteration in the obligations undertaken by the Buyer or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Buyer.
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six 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 and courts of Mumbai shall have exclusive jurisdiction..

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 Buyer but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

**IN WITNESS** where of this Guarantee has been duly executed by GUARANTOR the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ or and on behalf of (\_\_\_\_\_).

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

## ANNEXURE – V

### BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at , 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai, Andheri, Mumbai – 400072. (hereinafter referred to as “Company” or “Seller”).

**WHEREAS:**

.....(hereinafter referred to as “Bidder”) has submitted a proposal dated  
.....(“hereinafter referred to as Proposal”) against **TENDER NO.:**  
\_\_\_\_\_ dated  
\_\_\_\_\_ for \_\_\_\_\_ (hereinafter referred to as the “Tender”).

NOW, THEREFORE,

- (1) In response to the request made by the Bidder, we (Name of Banker/Insurer :)  
\_\_\_\_\_ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees \_\_\_\_\_/- (INR\_\_\_\_\_ for Indian Bidders) and US \$ \_\_\_\_\_ United States Dollars \_\_\_\_\_ only – for Foreign Bidders) in favor of Company, if Bidder fails to perform its obligations as set forth below:
- (i) The Bidder agrees to keep the Proposal open for acceptance by Company during the period of validity (180 days from the Closing Date) specified in the Tender.
  - (ii) The Bidder, having been notified of acceptance of its Proposal by Company during the period of Bid / Tender validity:
    - (a) Fails or refuses to execute the agreed CONTRACT, if required; or
    - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
    - (c) Seeks Variation or modification of Proposal; modifications to the agreed terms and conditions
    - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.
- The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Bidder or any other third party.
- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by Company against the said Bidder and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Bidder by Company or any indulgence by Company to the said Bidder or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Purchase Order/ CONTRACT made between the Bidder and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Bidder or by any change in name or constitution of Company or the Bidder.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Bidder.

- (5) This Guarantee shall not be revoked during its currency, and shall remain in effect for One Hundred and eighty (180) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

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

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

**NOTE:**

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

It is a condition precedent to the acceptance of any Bid by the Company that the Bidder shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Bid in the prescribed format and valid for a period of 180 days from the Closing Date. The Bid may be disqualified in the absence of a Bid Bond in the prescribed format. In providing such a Bid Bond the bank shall also undertake to issue the Performance Bank Guarantee as required by Company in the event that the Bid is accepted.

**2. Conditions for Invoking of Bid Bond Guarantee**

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

- a) If the Bid is withdrawn during the validity period or any extension thereof.
- b) If the Bid is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the CONTRACT.
- c) If the successful Bidder is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Bidder fails to furnish Performance Bank Guarantee within 15 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Bidder to influence Company on bid evaluation, bid comparison or Contract award decision.

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

**LIST OF APPROVED BANKS**

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

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Scheduled Private Sector Banks such as
  - 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
  - IX. Axis Bank,
  - X. ICICI Bank
  - XI. HDFC Bank