

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

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CIN: U24219GJ1995PTC028519

No. SunPetro/Laying of Pipeline/2021-22/SPPL-045/Bulletin-3

Date: 16.04.2021

BULLETIN #03

Sub: Laying of Pipeline (Design, Engineering, Supply, Erection, Inspection, Testing, Pre-Commissioning/ Commissioning of Pipeline, Piping & Mechanical Works) for Bhaskar Field, Gujarat

Ref: Tender No.: SunPetro/Laying of Pipeline/2021-22/SPPL-045

Sun Petrochemicals Private Limited (SunPetro), hereby authorized following amendment / clarification in the above referred Tender:

Sr. No	Reference / Clause	Bidder Query	SunPetro Reply
1	Section 1 Invitation to Bid (ITB) 1.1 Salient Features of the Tender (5) Bid Security / Bid Bond Page No. 5 of 128 Section 2 Instructions to Bidders 2.18 Bid Bond Page No. 12 of 128	Ministry of Finance, Government of India has issued a notification no. "F.9/4/2020-PPD" on 12.11.2020 according to which no provision regarding Bid Security should be kept in the Bid Document in future and only provision for Bid Security Declaration should be kept in the Bid Documents. Above instruction will be applicable for all the tenders issued till 31.12.2021. As such, we request you to remove clause for submission of Bid Security / Bid Bond with the bid.	As per tender. Please refer Section 1 (Invitation to Bid) of Tender/RFQ document.
2	Section 1 Invitation to Bid (ITB) 1.5 Award Strategy Page No. 6 of 128 Section 2 Instructions to Bidders 2.12 Splitting of Contract Page No. 10 of 128	Please note that we are required to submit our most competitive rate to be successful bidder and accordingly, we have tried to minimize our site expenditure to the bare minimum. In case SPPL decides to split the contract then our site expenditure may go up which will have impact on our quoted price. We will have to relook into our quoted price for split contract and the final price will depend upon the actual quantum of work which SPPL would like to award to us.	As per tender.
3	Section 1 Invitation to Bid (ITB) 1.7 Submission of Bids Page No. 6 of 128 Section 2 Instructions to Bidders 2.6 Submission of Bids Page No. 9 of 128	You are fully aware of the present COVID Pandemic situation in our country and particularly in Mumbai and in such scenario, inviting hard copy submission of bid will not be practically possible as courier services will be badly affected. We would therefore request you to allow soft copy submission of bids. Price Bids may be submitted with password protection and password for opening the file may be shared with the person nominate by SPPL management. Please look into this and advise suitably.	In view of the Covid & restrictions in place, online bid to be submitted as per Annexure-A. Incase bidder's submit the hard copy / physical bid, bidder has to ensure that bid is also submitted Online as per Annexure-A. The bids submitted through online mode shall be identical copy of Original bid.

4	Section 2 Instructions to Bidders 2.16 Page No. 8 of 128	Repeat / change order for other fields has to be placed within the validity period of the contract price and shall be issued only after prior discussion with the Contractor and can't be forced on the Contractor.	As per tender.
5	Section 2 Instructions to Bidders 2.14.2 Page No. 11 of 128	Essentiality Certificate (EC) wherever applicable for availing tax concession on supply of material will have to be arranged and provided by SPPL. Necessary ROA and ROW will have to be made available by SPPL.	EC application will be processed by SunPetro, however all documents as required to be submitted by successful Contractor and Contractor to ensure that EC is obtained before delivery of material to meet the project schedule.
6	Section 2 Instructions to Bidders 2.15 Performance Bank Guarantee Page No. 11 of 128 Section 3 Model Contract 3.25 Performance Bank Guarantee	Ministry of Finance, Government of India has issued a notification no. "F.9/4/2020-PPD" on 12.11.2020 according to which Performance Security to be reduced from existing 5 - 10% to 3% of the value of the contract for all existing contracts. Further, all tenders / contracts issued / concluded till 31.12.2021 should also have the provision of reduced Performance Security. As such, we request you to reduce Performance Bank Guarantee from 10% to 3% of the Contract value.	As per tender.
7	Section 2 Instructions to Bidders 2.16 Change Orders and Rates Page No. 11 of 128	Any change order will be affective only after mutual discussion and acceptance by both the parties. Further, no oral order will be acceptable and only written orders (even in the form of email confirmation) will be processed by us after award.	As per tender.
8	Section 3 Model Contract 3.2 Duration of Contract Page No. 21 of 128	Contract Price will not be kept valid for three years. Please accept validity of contract price for a period of 12 months from the effective date of contract or completion of the present scope of work, whichever is earlier.	As per tender.
9	Section 3 Model Contract 3.3.1 Additional Services Materials, Supplies and Equipment. Page No. 21 of 128	Additional Services, Materials, Supplies and Equipment will be accepted at actual cost plus 12% or rates mutually discussed and agreed by the parties.	As per tender.
10	Section 3 Model Contract 3.3.1 Additional Services Materials, Supplies and Equipment. Page No. 21 of 128	All the material procured by the Contractor based on the confirmed Call out order issued by the Company will have to be taken by the Company and can't be considered for deletion of scope. Company will have to make payments to the Contractor for which the call out order is already issued by the Company.	As per tender.
11	Section 3 Model Contract 3.7 Termination By Company Page No. 22 of 128	How is the Contractor going to be compensated if the Site Mobilisation is done by the contractor, but work is not commenced due to non-availability of the work front or non-availability of the material. Contractor should be paid idle charges in such circumstances.	As per tender.

12	Section 3 Model Contract 3.7 Termination By Company Page No. 22 of 128	Contractor should serve adequate notice period to sub-contractor for carrying out such repairs and corrections before getting the same by any third party. Once the Company has rectified the work at our cost then the company should not have any other remedy and can't ask for compensation	As per tender.
13	Section 3 Model Contract Termination for Convenience	Contractor shall also have right to terminate Contract in certain circumstances such as non-performance of obligation by Company or force majeure	As per tender.
14	Section 3 Model Contract 3.11 Liquidated Damages Page No. 28 of 128	Liquidated Damages shall be levied for the reasons of delay attributable to the Contractor. Once the contract is terminated and LD is levied then getting the work done at Contractors cost and risk is not applicable and hence should be deleted. Since tendered work is for supply and services, this clause may not be applicable and hence should be deleted. Not applicable and should be deleted as total LD will be limited to 10% of the order value. Not acceptable. Only payment to the extent of LD amount should be withheld and other due payment should be released by the Company	Clause no. 3.11.2 Liquidated damage (applicable when contract for only Supplies) is deleted. All other points under clause no. 3.11 - Liquidated Damages, remains unchanged and will be as per tender.
15	Section 3 Model Contract 3.17 Invoicing and Payment Page No. 31 of 128	In case payment is not made by the Company within 30 days of submission of certified undisputed invoice then the interest will be paid by the Company to the Contractor for the number of days payment is delayed beyond 30 days. Further, discrepancy in invoice, if any, should be notified by the Company to the Contractor within 3 days of submission of invoice. Further, as indicated above, Contract price will be kept valid for a period of 12 months or till the completion of tendered work, whichever is earlier.	As per tender.
16	Section 3 Model Contract 3.17.7 Audit Page No. 32 of 128	Any confidential information of Pricing Formulae including documents pertaining to pricing formulae (priced PO copies for bought out items) will not be part of Audit.	As per tender.
17	Section 3 Model Contract 3.20.9 Permits and Instructions	Contractor shall be responsible for obtaining the permits / certifications etc. as listed out under clause no. 3.6.4 Legal requirements. All other approvals, permits, ROA, ROW Road Crossing Permits, River Crossing Permits etc. will have to be made available by the Company.	As per tender & SOW. Please refer Section 4 (Scope of Work) of Tender/RFQ document.
18	Section 3 Model Contract 3.21 Force Majeure Page No. 36 of 128	Company will have to give at least 7 days' notice for termination of contract due to extended force majeure conditions. Contractor should be suitably compensated including reimbursement of demobilisation expenses for early termination of the contract due to extended force majeure conditions.	As per tender, however Clause 3.21.2 to be read as follows: The affected party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be

			possible. 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.
19	Section 3 Model Contract 3.24.3 Limitations of Liability	Total liability of the Contractor under any circumstances shall not be more than 100% of the contract value. Limitations of liability to the extent of 200% of the contract value in case of intentional breach is not acceptable and should be deleted.	As per tender.
20	Section 3 Model Contract 3.29 Special Conditions of Contract Page No. 41 of 128	Same as our comments at Sr. No. 8 above. Contract Price will not be kept valid for three years. Please accept validity of contract price for a period of 12 months from the effective date of contract or completion of the present scope of work, whichever is earlier.	As per tender.
21	Section 3 Model Contract 3.29 Special Conditions of Contract Page No. 41 of 128	Model contract already covers a clause on Liquidated Damages for delay in execution of work then there is no purpose of keeping additional clause on Penalty and hence should be deleted.	As per tender.
22	Section 3 Model Contract 3.29.4 Defects Liability Page No. 42 of 128	In case Operational Acceptance or Provisional Acceptance does not take place within 60 days of commissioning of the facilities, for the reasons of delay not attributable to the Contractor then the facilities Operational Acceptance will be deemed as completed and Defects Liability Period will commence from that point onwards.	As per tender.
23	Section 3 Model Contract 3.29.5 Land for Contractor's Office, Godown and Workshop Page No. 43 of 128	Suitable land space for Contractor's Office, Godown and Workshop to be arranged and provided by the Company on free of charge basis. Suitable infrastructure for Office, Godown and Workshop and Store will be developed and taken care by the Contractor.	As per tender.
24	Section 3 Model Contract 3.29.8 Payment Terms Page No. 43 of 128	In case payment is not made by the Company within 30 days of submission of certified undisputed invoice then the interest will be paid by the Company to the Contractor for the number of days payment is delayed beyond 30 days. Further, discrepancy in invoice, if any, should be notified by the Company to the Contractor within 3 days of submission of invoice.	As per tender.
25	Section 3 Model Contract	We request you to consider following payment terms for the Pipeline laying services:	As per tender.

	3.29.8 Payment Terms Page No. 44 of 128	<p>a) 10% of the order value as mobilization advance b) 75% of the order value against RA bills c) 5% of the order value against hydro test d) 5% of the order value against commissioning e) 5% of the order value on handover.</p> <p>In case handover is delayed beyond 30 days of commissioning, for the reasons of delay not attributable to the Contractor then the last 5% payment will be released immediately after 30 days of completion of commissioning activities</p>	
26	Section 3 Model Contract 3.29.8 Payment Terms Page No. 44 of 128	<p>We request you to consider following payment terms for the Pipeline laying services: a) 10% of the order value as advance along with LOI b) 70% of the order value against supply of material c) 10% of the order value against fabrication and installation and hydro testing d) 5% of the order value against commissioning e) 5% of the order value on handover.</p> <p>In case handover is delayed beyond 30 days of commissioning, for the reasons of delay not attributable to the Contractor then the last 5% payment will be released immediately after 30 days of completion of commissioning activities</p>	As per tender.
27	Appendix-1-SOR-Section-7-Price Schedule 41.0 Erection of Vessel/ Tank/ Unit / Structure Steel	<p>As per the description provided in Tender SOR Sr.no 1.0 laying of Pipeline includes Crossing & Radiography activity but as per SOR sr. no 6.0 & 4.1 Crossing & Radiography activity is already covered.</p> <p>Please confirm that whether we have to consider the cost of Crossing & radiography in SOR Sr. No 1.0 or not.</p>	<ol style="list-style-type: none"> 1. Radiography for welding of line pipes is covered in S. No. 1.0. 2. Rate for Radiography under S. No. 4 is for other work where welding is not covered under a particular item of work. However, all rates shall be inclusive of supply & installation of material except linepipes. Only 10-3/4" line pipes shall be free issue material. 3. Rate for Crossings shall be covered under S. No. 6.0,7.0,8.0, 9.0 & 10.0, based on type of crossing to be carried out for the pipeline based on the route survey.
28	Appendix-1-Sor-Section-7-Price Schedule 43.0 Material Handling	Please confirm that, whether this erection is on elevation or at ground level. If the erection is required at certain elevation, then please provide us the elevation level at which the erection is required.	For erection of equipment, please consider the maximum elevation of 2 m from the grade level.
29	Appendix-1-SOR-Section-7-Price Schedule	Please confirm whether this shifting of material i.e., in case of loading & unloading whether it is from elevation or at ground level only. If from any elevation, then please confirm the elevation level.	Material handling shall be from grade level up to maximum of 2 m elevation.

30	Appendix-1-SOR-Section-7-Price Schedule 54.0 Cathodic & ICP System for Pipeline	As per Tender description"4. SCOPE OF WORK FOR PIPELINE of document Tender-Laying of Pipeline-SPPL-045-050421" contractor has to provide temporary and permanent Cathodic Protection works. Please note that the price for TCP and PCP will be required considering both TCP and PCP will be required during execution. If TCP is removed from the scope during the execution, then the price of PCP will go up. Please confirm.	Both TCP & PCP is to be carried out for the pipeline.
31	Appendix-1-SOR-Section-7-Price Schedule 1.0 Laying of underground Piggable Pipeline along with Supply & Installation of Pig Launcher / Receiver and Associated Fittings:	Receiving of free issues pipes at respective sites sent by manufacturer We request you to please provide details of respective sites.	Following sites are planned for storage of line pipes & associated material: 1. CPF, Bhaskar Field 2. Land near R1 well site, Bhaskar, Khambhat. 3. Before and/or after River crossing 4. Bareja However, above is subject to change depending upon the availability of land.
32	4.2 Scope of Supply for Pipeline (page no 50 of 128)	Contractor has to provide continuous concrete coating to the Pipeline wherever required & river crossing but as per Appendix-1-SOR-Section-7-Price Schedule there is not any particular line item regarding with the same, please clarify. Also, we request you to provide Technical specifications for the same.	This is not envisaged.
33	5.4 Crossings (Page No 52 of 128)	As per Part-1/4.SCOPE OF WORK FOR PIPELINE (Page No 48 of 128, Tender-Laying of Pipeline-SPPL-045-050421) its written "ROU & all the approvals/permissions for laying the pipeline shall be in the Scope of SunPetro" but in clause 5.4 CROSSINGS (Page No 52 of 128) its mentioned that -"For all roads, Drain & other water crossings, Contractor shall liaison with relevant authorities" please confirm the scope of liaisoning.	All approvals/permissions for crossings shall be provided by SunPetro.
34	6.2 Pipeline Laying (Page No 56 of 128)	As per Appendix-1-SOR-Section-7-Price Schedule there is not any separate line item for the Geotechnical Investigation we request you provide separate line item for Geotechnical Investigation.	Geotechnical survey is not envisaged.
35	6. Construction	We request you to provide the quantity of Corrosion Inhibitor & O2 Scavenger per lit of Hydrotesting Water.	Quantity of required chemicals for hydrotest water shall be as per applicable standards (API/OISD).

All other terms & condition of the tender remains unchanged.

Regards

Sun Petrochemicals Pvt Ltd.

Annexure – A

Sr. No.	Description	Amendment / Clarification
1	Submission of Bid Documents	<p>1) “ENVELOPE-I: Technical & Un-Priced Commercial Bid” to be submitted on following e-mail address, on or before Tender closing / Bid submission date and time Nihit.Jain@sunpetro.com with cc to allan.nunes@sunpetro.com</p> <p>2) ENVELOPE-II: Priced Commercial Bid (with original EMD /Bid Bond) to be submitted as follows:</p> <p><u>Priced Commercial Bid:</u></p> <ul style="list-style-type: none"> • Price Commercial Bid in pdf / zip format with a “Pass Code / Password” to be submitted on following e-mail address at Nihit.Jain@sunpetro.com with cc to allan.nunes@sunpetro.com on or before Tender closing / Bid submission date and time. • The passcode/password must be sent <u>only upon written request from SunPetro</u> at email address Nihit.Jain@sunpetro.com failing which bid will not be considered for opening & further process. <p><u>Original EMD /Bid Bond:</u></p> <ul style="list-style-type: none"> • Bid Bond / Original EMD in the form of Bank Guarantee / DD as per tender document to be submitted on or before Tender closing / Bid submission date and time at Tendering Office (SunPetro HO in Mumbai), failing which bid is liable to be rejected.