

TENDER DOCUMENT

FOR

Sale of
Uncompressed Associated
Natural Gas
from
Bhaskar Field

TENDER NO.: SUNPETRO/SONG/ITB/2018-19/CBY-008



SUN PETROCHEMICALS PRIVATE LIMITED
(SunPetro)
17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai - 400093[INDIA]
Phone No: +91-22-66455900/ 66455745
Fax No. +91-22-6645 5685

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3	C	Price Schedule

Sun Petrochemicals Private Limited

(Sun Oil & Natural Gas –Division)

Commercial & Supply Chain Management

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

www.sunpetro.com/song

CIN: U24219GJ1995PTC028519

Ref. No. : SunPetro/SONG/ITB/2018-19/CBY-008

Dated 26-11-2018

INVITATION TO BID [ITB]

Title: Sale of uncompressed Associated Natural Gas from Bhaskar Field.

Dear Bidder,

Sun Petrochemicals Pvt. Ltd. (SunPetro) is the operator of Bhaskar oil field (CB-ONN-2003/1 or CB-10) near Khambhat in Gujarat. It is confirmed that substantial amount of associated gas will be produced along with oil. After separation from crude oil, the associated gas shall be made available for sale during Extended Well Testing (EWT) as well as subsequent normal production phase.

SunPetro invites bids from interested bidders for evacuation of the wet low pressure untreated natural gas from the Bhaskar field.

For sales of the associated wet low pressure untreated natural gas, following options are envisaged:

- a. Lifting of gas from downstream of separator at wellhead / GGS for converting the same to CNG for further evacuation by the bidder. In this case, all the required equipment for converting gas into CNG shall be in Bidder's scope. SunPetro will provide suitable land in its plot plan.
- b. Lifting of gas from downstream of separator at wellhead / GGS for converting the same to LNG for further evacuation by the bidder. In this case, all the required equipment for converting gas into LNG shall be in Bidder's scope. SunPetro will provide suitable land.
- c. Lifting of gas from downstream of separator at wellhead / GGS for using the same in GTL plant. In this case, all the required equipment for converting gas into various liquid products shall be in Bidder's scope. SunPetro will provide suitable land.

For all the above three categories, SunPetro may like to buy back the whole system from Bidder after 6 months of satisfactory successful demonstration of technology and marketability of the product. Bidder shall also quote for the buy back option by SunPetro along with charges for O&M and charges for marketing the recovered products. The condensate and water products separated, during the process by the bidder in SunPetro's plot plan, will hook up to SunPetro facilities in the plot plan.

The details of the Bid document are as under:

1	Tender No.	SunPetro/SONG/ITB/2018-19/CBY-008
2	Type of Tender	Single Bid
3	Title of Tender	Sale of uncompressed Associated Natural Gas from Bhaskar Field
4	Description of Tender	Sale of uncompressed Associated Natural Gas from Bhaskar Field as Compressed Natural Gas (CNG) / Liquefied Natural Gas (LNG) or as feed stock for Gas To Liquid (GTL) Plant
5	Name of tender dealing office	Office of Head – Commercial & Supply Chain Management (SCM). Sun Petrochemicals Pvt. Ltd. (SunPetro) 17/B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (E), Mumbai– 400093. Phone No: +91-22-66455900 / 66455745 e-mail: surendra.mishra@sunpetro.com
6	Bid Submission Date & Time	30/11/2018 up to 1500 hrs. (IST)
7	Tender Closing Date & Time	30/11/2018 up to 1500 hrs. (IST)
8	Bid Validity Up to	180 days from the date of opening of Bids.
9	Tender Fee	Nil

Bidder is requested to submit their most competitive Bid duly signed by authorized signatory along with technical literature & catalogue for quoted items with Prices as per Price schedule format, indicating Tender No. on in a Sealed Cover along with photo, catalog and specification of the samples of quoted items, with following label on the envelope :

Ref : **RFQ No.: SunPetro/SONG/ITB/2018-19/CBY-008**

. **TITLE : Sale of uncompressed Associated Natural Gas from Bhaskar Field**
To,

Surendra Mishra
Head-Commercial & Supply Chain Management
Sun Petrochemicals Pvt. Ltd (SunPetro)
17/B, Mahal Industrial Estate, Sun House
Mahakali Caves Road Andheri (E),
Mumbai – 400093[INDIA]
Mob : +91-7506733131

From :

(*Bidders Name & Address*)

SunPetro look forward to receive your bid complete in all respect on due date and time i.e. on or before 30-Nov-2018 at 1500 Hrs. IST

Regards,



Surendra Mishra
Head-Commercial & Supply Chain Management
Sun Oil and Natural Gas (SunPetro)
Sun Petrochemical Pvt. Limited
e-mail:surendra.mishra@sunpetro.com
Mobile No-7506733131

Enclosures/attachments:

ANNEXURE-A : Scope of Agreement & Specification of Gas

ANNEXURE-B: Model Agreement & Other terms & Conditions of Gas Sale

ANNEXURE-C: Price Schedule

ANNEXURE-A

Scope of Agreement & Specification of Gas

Annexure-A

Scope of Agreement & Specification of Gas

- 1.0 Sun Petrochemicals Pvt. Ltd. (SunPetro) is the operator of Bhaskar oil field (CB-ONN-2003/1 or CB-10) near Khambhat in Gujarat. It is confirmed that substantial amount of associated gas will be produced along with oil. After separation from crude oil, the associated gas shall be made available for sale during Extended Well Testing (EWT) as well as subsequent normal production phase.
- 2.0 Buyer to evacuation of the wet low pressure untreated natural gas from the Bhaskar field.
- 3.0 For sales of the associated wet low pressure untreated natural gas, following options are envisaged:
- a. Lifting of gas from downstream of separator at wellhead / GGS for converting the same to CNG for further evacuation by the bidder. In this case, all the required equipment for converting gas into CNG shall be in Bidder's scope. SunPetro will provide suitable land in its plot plan.
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For all the above three categories, SunPetro may like to buy back the whole system from Bidder after 6 months of satisfactory successful demonstration of technology and marketability of the product. Bidder shall also quote for the buy back option by SunPetro along with charges for O&M and charges for marketing the recovered products. The condensate and water products separated, during the process by the bidder in SunPetro's plot plan, will hook up to SunPetro facilities in the plot plan.

4.0 Tentative details of the sales gas from the Bhaskar field are as under:

S. No.	Item	Description																																		
1	Gas Composition	<p>1.</p> <table border="1"> <thead> <tr> <th>Component</th> <th>Mole%</th> </tr> </thead> <tbody> <tr> <td>N2</td> <td>0.40</td> </tr> <tr> <td>CO2</td> <td>1.82</td> </tr> <tr> <td>H2S</td> <td>0.00</td> </tr> <tr> <td>C1</td> <td>42.82</td> </tr> <tr> <td>C2</td> <td>4.08</td> </tr> <tr> <td>C3</td> <td>20.66</td> </tr> <tr> <td>i-C4</td> <td>12.58</td> </tr> <tr> <td>n-C4</td> <td>9.47</td> </tr> <tr> <td>i-C5</td> <td>3.14</td> </tr> <tr> <td>n-C5</td> <td>2.33</td> </tr> <tr> <td>C6</td> <td>1.49</td> </tr> <tr> <td>C7</td> <td>0.81</td> </tr> <tr> <td>C8</td> <td>0.37</td> </tr> <tr> <td>C9</td> <td>0.03</td> </tr> <tr> <td>Total</td> <td>100.00</td> </tr> <tr> <td>MW</td> <td>37.34</td> </tr> </tbody> </table> <p>2. Gas will be provided at low pressure which will be saturated with water / hydrocarbon.</p>	Component	Mole%	N2	0.40	CO2	1.82	H2S	0.00	C1	42.82	C2	4.08	C3	20.66	i-C4	12.58	n-C4	9.47	i-C5	3.14	n-C5	2.33	C6	1.49	C7	0.81	C8	0.37	C9	0.03	Total	100.00	MW	37.34
Component	Mole%																																			
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Total	100.00																																			
MW	37.34																																			
2	Name of field/location	Bhaskar Field, near Khambhat, Gujarat																																		
3	Road connectivity information from nearest highway	Well connected with Baroda / Ahmedabad																																		
4	Gas pressure at custody transfer point of SunPetro	1 to 4 barg																																		
5	Expected Volume Range in SCMD (+/- 10% range)	<p>1. About 3,000 scmd – during EWT at one location and 6,000 scmd at two locations</p> <p>2. About 30,000 scmd – during normal production</p>																																		
6	Tentative date of availability of natural gas in the Bhaskar field	15.12.2018																																		
7	Delivery Point	Bhaskar GGS, near Khambhat, Gujarat.																																		
8	Expected flow duration, years	6 years extendable on mutual agreement																																		

Annexure-B

Model Agreement & Other terms & Conditions of Gas Sale

PREAMBLE OF THE AGREEMENT

THIS AGREEMENT, is made this _____ day of _____ 2018

BY AND BETWEEN

Sun Petrochemicals Industries Pvt. Ltd. a company organised and existing under the laws of India and having its head office at F.P. 145 , Ram Mandir Road, -Mumbai , Maharashtra ,India and 17/B, Mahal Industrial Estate, Mahakali Caves Road Andheri (E), Mumbai Maharashtra ,India (hereinafter referred to as “**Company** ” “**Seller**” or “**SunPetro**”)

AND

[NAME OF PURCHASER], a company organised and existing under the laws of [.....] and having its head office at [.....] (Hereinafter referred to as “**Contractor** ”/ “**Purchaser**”).

RECITALS

WHEREAS, Company desires to have certain Services as hereinafter specified enter into a sale Agreement for sale of Pit Oil/Test Oil. _____

WHEREAS, Contractor represents that it possesses the necessary premises, equipment, personnel and capability of Lifting of Pit Oil & Test Oil / Produced Oil by means of Pump, Tanker loading, draining of free water, estimation of Oil quantity & quality Lift of Pit Oil /Test Oil / Produced Oil carry out such Services and is willing to do so on the terms and conditions hereinafter contained;

Hereafter both Company and Contractor shall be called jointly as Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed between the Parties as follows:

This Contract witness that in consideration of the premises and the payment to be made by the Contractor to the Company and apply all equipment and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF AGREEMENT (ANNEXURE-) and various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company , and the Contractor shall pay to the Company at the rates accepted (Attached at ANNEXURE-) and in terms of the provisions therein.

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

- 1] This Preamble of the Agreement
- 2] Articles of Agreement (AOA)
- 3] Special Terms & Condition
- 4] Specifications and Scope of services
- 5] Annexures

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

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

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

Sun Petrochemicals Private Limited

(COMPANY)

(PURCHASER /CONTRACTOR)

Signature _____

Signature _____

Name:

Name:

Title:

Title:

In presence of wetness

1)Name
Title
Signature/Initials

1)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

2)Name
Title
Signature/Initials

1.1 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:

The terms used should be Buyer (SunPetro) and Seller

- 1.1.1 "Affiliate" of a Party means any Person, whether directly or indirectly, controlling, controlled by, or under common control with, such Party or Person, as applicable. For the purposes of this definition, the term "control" means (i) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such Party or Person, as applicable, or (ii) the power to direct decisions of such Party or Person, as applicable, including the power to direct management and policies of such Party or Person, as applicable, whether by reason of ownership, by contract or otherwise.
- 1.1.2 "Agreement" or "Contract" or "Contract Document" shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Special Contract Conditions, Schedule of Rates, Responsibility Matrix etc., Specifications, Scope of work, all the exhibits, annexures appendices, schedules etc. hereto along with any amendments agreed and issued subsequently.
- 1.1.3 "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.
- 1.1.4 "Approved and Approval" shall mean approved or approval in writing by the Company.
- 1.1.5 "Contract Administrator" shall mean the contract administrator so appointed by SunPetro.
- 1.1.6 "Contract 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.
- 1.1.7 "Contract Area" shall mean various Exploration & Production Blocks and Fields as awarded to the Operator by Government of India and/or any other Block awarded to Company from time to time and as identified as "Contract Area" or where company has participatory interest.
- 1.1.8 "Certificate of Release and Final Payment" is the certificate issued by to SunPetro as per the terms of Clauses mentioned herewith.
- 1.1.9 "Contractor" / "Purchaser" 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.
- 1.1.10 "Contractor Administrator" shall mean the contract administrator so appointed by the Contractor and informed to SunPetro.

- 1.1.11 “Contractor’s Equipment” shall mean all the equipment(s), along with auxiliary, plant, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Contractor or its Sub-contractors in connection with the Scope of Agreement (SOA) specified in *Annexure-A*.
- 1.1.12 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.
- 1.1.13 “Commencement Date” shall mean the date when the Contractor’s equipment / services are tested, rigged up and ready to commence operations on the designated site for working as intimated by SunPetro to Contractor.
- 1.1.14 “Completion Date” shall mean the time and date when the work is completed by the Contractor as per the Scope of Work.
- 1.1.15 "Company" / “Seller” 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.
- 1.1.16 “Company’s Equipment” shall mean all equipment, appliances, tools, parts and supplies provided by Company and / or its associates.
- 1.1.17 “Company Group” shall mean the Company, its affiliates their contractors, subcontractors and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;
- 1.1.18 “Contract”, "Agreement" or "Contract Document" (as per par 1.1.2 above)
- 1.1.19 “Daily Operation Report” shall mean the daily report submitted by the Contractor to SunPetro as per the requirements of contract.
- 1.1.20 "Days” shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Contract are expressed in terms of the Gregorian calendar. “Day” means a calendar day of twenty hours as referred to local time at the Site.
- 1.1.21 “Demobilization” shall mean the actual demobilization of contractor’s equipment and contractor’s personnel including disassembly, removal, and site cleanup & restoration of all facilities assembled on site, repair of access roads to the full satisfaction of the Company. SunPetro will issue the de-mobilization letter for the services as and when requirement ends.
- 1.1.22 “Deviated / Directional Well” shall mean a Well drilled with the intention of being inclined from the vertical.
- 1.1.23 .“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.
- 1.1.24 “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.
- 1.1.25 “GIPIP” shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.

- 1.1.26 “Good Oilfield Practices” means good international petroleum industry practices with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.
- 1.1.27 “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.
- 1.1.28 “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.
- 1.1.29 Interpretation
- a. Reference to "Section", " Para " "Clause" "Article" and "Provision" shall have the same meaning.
 - b. The headings and sub-titles in these Conditions of Contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
 - c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
 - d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- 1.1.30 “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.
- 1.1.31 “Mobilization” shall mean the actual mobilization of the Contractor’s equipment which are fit for operational requirements, along with auxiliary equipment and contractor’s personnel during contract period and shall include any demurrage incurred during the period up to and including the date the Work begins at the Work Site of this Project except if such delay or demurrage has occurred due to acts or omissions of the Operator. SunPetro, will issue the mobilization letter for the services as and when requirement comes.
- 1.1.32 “Operator” shall mean Sun Petrochemicals Private Limited(SunPetro) / Company
- 1.1.33 “PSC” shall mean the production-sharing contract entered into between the Government of India and SunPetro consortium as its consortium.
- 1.1.34 “Project” shall mean the work and other related activities as may be indicated in the LOI/ Contract as per the Scope of Work.
- 1.1.35 “Purchaser” shall mean “ Contractor”

- 1.1.36 "Reservoir Monitoring Services" shall mean the unit and tools capable the reservoir pressure, temperature and fluid level in the well using echometer as defined in the Scope of Work.
- 1.1.37 "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.
- 1.1.38 "Seller", "Sun Petro" / "SPPL" shall mean Sun Petrochemicals Private Limited .
- 1.1.39 "SunPetro's s Representative" or "Company Representative" shall mean the person or persons expressly designated in writing by Company, who shall be Company's representative and shall be empowered to act, monitor and direct the performance of the Work required under this Contract on behalf of Company.
- 1.1.40 "SunPetro Supply Item" shall mean a supply item, which is expressly identified in the Contract as being for supply by SUNPETRO or its contractors.
- 1.1.41 "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.
- 1.1.42 "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.
- 1.1.43 "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 attached as Appendix-I.
- 1.1.44 "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.
- 1.1.45 "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.
- 1.1.46 "Vertical Wells" shall mean a well drilled with the intention of maintaining the well bore as close as possible to 90° to the surface of the earth.
- 1.1.47 "Well" shall mean either a Vertical or a Deviated Well or horizontal well.
- 1.1.48 "Well Depth" shall mean the depth (TVD / MD) of each Well as may be specified in SunPetro's Completion Programme, which SunPetro may amend from time to time.
- 1.1.49 "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.
- 1.1.50 "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.
- 1.1.51 "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.

1.1.52 "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.

1.1.53 Workover Rig / Rig" shall mean the Land mobile workover Rig engaged for Workover in connection with the Scope of Work at the Work Site and fit for the purpose.

1.1.54 "Third Party" shall mean a person / entity which is not included in Company Group or Contractor Group.

1.1.55. Other terms & Conditions of Gas Sale

1. The gas quantity offered is from Bhaskar field and SunPetro shall make best 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 1 to 4 barg. It is planned to operate the separator at about 4 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 readiness date indicated above i.e. tentatively on 15.12.2018.

4. Bidders, who are in position to start receive of gas within maximum 30 (thirty) days from from award of work or date of SunPetro's readiness to supply gas, should submit their bids.

5. The bids received from only techno-commercially qualified bidders shall be considered.

6. The Bidder can bid up to a maximum of gas quantity on offer or part thereof subject to a minimum of 80% of the gas quantity on the offer.

7. Duration of Availability of Gas:

The gas would be from the source/field indicated in the tender and SunPetro as a prudent operator shall endeavor to supply gas from such sources uninterruptedly subject to availability. In case of reduction in availability of gas during the contract period due to reasons primarily attributable to the geological reservoir uncertainties & complexities, other complications in the fields/wells or any reasons whatsoever, if gas supply cannot be provided, SunPetro shall not be held responsible nor it shall be an issue for arbitration or a matter of dispute in Court of Law.

8. Custody transfer metering facility along with required infrastructure will be created by SunPetro at SunPetro's installation.

9. Bidder shall indicate the quantity of gas they are bidding for. Only those bids which conform to the above threshold limits shall be considered for evaluation.
10. Bidder to indicate the gas off-take period in number of days in the Bid Schedule (Annexure-1) from date of SunPetro's readiness to supply gas.
11. No change in specifications and tender conditions will be permissible after bid submission.
12. Bids sent without complying with the terms and conditions will be ignored.
13. The bidder submitting the bid as reseller of gas should have valid authorization for reselling the gas prior to commencement of gas supplies.
14. The bidder shall acquaint himself with the proposed site & gas availability, its approach roads, working space available, water and power utilities, the Site Conditions, etc. before submitting the bids.
15. The Bidder shall bear all the cost for its facility for the safe operations.
16. Any liquid carryover/condensate/oil / water collected at the bidder's end should be returned to SunPetro at free of cost. However, the arrangement for transportation of such condensate/oil/ water would be made by SunPetro after timely intimation of the bidder. Bidder would be responsible for safe handover of oil / condensate / water, getting collected at their end.
17. Bidder to submit a short project report indicating inter alia project details for evacuation and utilization of gas being bid for.
18. At any time prior to the deadline for submission of bids, SunPetro may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).
19. SunPetro has to finalize its Gas Sales Agreement within a limited time schedule. Therefore, SunPetro may not seek any clarifications in respect of incomplete offers.
20. Bidder agrees and accepts that SunPetro's decision on whether any bid is complying with any tender conditions shall be final and binding on bidder.
21. SunPetro reserves the right to reject, accept or prefer any bid and to annul the bidding process and/or reject all bids at any time prior to award of allocation, without thereby incurring any liability to the affected Bidder or Bidders or has no obligation to inform the affected Bidder or Bidders of the ground for SunPetro's action.
22. The Notification of Award (NOA) / Letter of Intent (LOI) on H1 bidder will constitute the formation of the contract.
23. Signing of Contract/Agreement:

Once SunPetro notifies the H1 bidder, the H1 bidder is required to sign a formal Gas Supply Agreement (GSA) with SunPetro on non-judicial stamp paper of appropriate value applicable for the place where from gas is to be supplied, within a maximum period

of 30 (thirty) days of date of NOA / LOI after submission of PBG. Until the Gas Supply Agreement is signed, the NOA/LOI shall remain binding between two parties.

24. In view of limited life of the field and in case of reduction in availability of gas deliverable hereunder, including adverse reservoir behavior in the Producing Areas, SunPetro shall not be liable and shall not compensate the shortfall gas through any other sources.

25. 25. Liquidated Damages:

Time and delivery commencement period in terms of number of days as promised by the bidder shall be the essence of the contract. If the bidder fails to off-take gas within the period fixed for such gas delivery in the schedule or any time repudiates the contract before the expiry of such period, SunPetro may, without prejudice to any other right or remedy, recover from the bidder as mutually agreed liquidated damages and not by way of penalty, per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the bidder has failed to off-take gas within the period promised by the bidder for delivery in the schedule.

26. Letter of Credit (L/C):

At the time of signing Gas Supply Agreement, the successful bidder is required to establish irrevocable, revolving and without recourse Letter of Credit (L/C) from Nationalized/Scheduled Commercial Bank of India to cover the security of payment against the gas supply. This L/C would be for the value of thirty (30) days advance of estimated gas supply.

The taxes, levies, marketing margin, compression charges, transportation charges (if any), etc. would be extra and should be considered over and above the gas price. This should be multiplied by allocated gas quantity in SCMD for thirty (30) days. This L/C would be valid for one year period. Gas supply to the Bidder shall not commence unless L/C towards payment security is furnished. Gas Sale Invoices will be settled every 15 days.

27. Applicable law and jurisdiction:

The bidding process, including all matters connected with this bid, shall be governed by the Indian law.

28. Turnover for Bidder shall be minimum USD 0.5 MM per year as per audited annual accounts for previous two financial years (2016-17 and 2017-18).

ANNEXURE-C

PRICE SCHEDULE

Price Schedule

S.No	Description	Quote
1	Name & address of the Bidder	
2	Offered price in USD/MMBTU on GCV basis for uncompressed associated low pressure wet natural gas from Bhaskar Field considering all opportunities available.	
3	Buy back price (in USD) of the CNG/LNG/GTL plant / unit in case SunPetro opts to purchase after successful demonstration of technology & marketability of products for: a. 6 months, b. 12 months, c. 2 years from date of successful commissioning at SunPetro's field.	
4	Monthly Operation and Maintenance charges if purchase option applied by SunPetro	
5	Monthly charges of marketing and selling the product recovered, if purchase option applied by SunPetro.	
6	Monthly cost of spares and consumables if purchase option applied by SunPetro	
7	Monthly power consumption and cost if purchase option applied by SunPetro	
8	The bidders to offer percentage increase of quoted price indicated in item no. 2 above, linking it average market rate if increased in past month, during the currency of the contract. The quoted % will apply on past month average increase of gas price sold by the bidders for the current month.	
9	Gas Quantity quoted by bidder (in SCMD)	In figures: In words:
10	Number of days from SunPetro's readiness date to Delivery Commencement Date	In figures: In words:

Conditions related to the Bid Schedule:

1. The bidder to quote the non-zero and positive gas price in USD/MMBTU (on GCV basis). The same is to be quoted in figures (up to two decimal points) as well as words.
2. The bidder to quote the required gas quantity in Standard Cubic Meter Per Day. The same is to be quoted both in figures and in words.
3. Bidder to quote number of days for gas off-take from SunPetro's readiness date to supply gas at their installation.
4. In item no. 3 above in price schedule, the bidder to indicate the cost of the unit as installed for successful operation in the field, considering transferring the total asset to SunPetro after successful operation of unit for 6, months, 1 year and 2 years considering suitable applicable depreciation.
5. The bids will be evaluated with and without purchase option by SunPetro. In case of purchase options by SunPetro, Item No. 2, 3, 4, 5, 6, 7 and 8 along with other relevant points indicated in above price schedule and evaluation criteria will be considered in the evaluation to arrive to H1 successful bidder.
6. The initial contract may be for three years extendable for another two years on mutually acceptable terms. The bidders to quote the percent increase of over and above the price in USD per MMBTU as asked in price schedule at item no.2 linking with market if increased during the currency of the contract as asked in price schedule at item no. 8.

Appendix –I

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 - ---% **of the estimated / Annualized 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 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 Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

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

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

LIST OF APPROVED BANKS

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

1. All Nationalised 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

End of Tender Document