

Sun Petrochemicals Private Limited

(SunPetro)

Commercial & Supply Chain Management

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Ref No. SunPetro/ Marine Spread Services /2024-25/SPPL-177/Bulletin#1,Date:05.08.2024

BULLETIN #1

Sub: Hiring of Marine Vessels for Marine Spread Services for Gulf of Khambhat and Gulf of Kutch, Gujarat”

Ref: Tender No: SunPetro/ Marine Spread Services /2024-25/SPPL-177

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

Sl.	Query Related to	Section	Bidder Queries/Clarification	SunPetro Response through Bulletin#1
1	Page 4 Clause 1.1.4	Bid Bond – Rs. 20 Lakh	If this is applicable, for Group A or B or both. Also, please advise the bid amount applicable if bidder is bidding for one or two vessels and not for the group.	Company clarifies clarify that the Bid Bond amount of 20 Lakhs is applicable for both Group A and Group B. This requirement remains the same whether the bidder is bidding for one vessel, two vessels, or for the entire group or all groups. The Bid Bond is a prerequisite of the tender and is mandatory for all bidders, regardless of the number of vessels they intend to bid for.
2	Page 5 Clause 1.2 & Page 6 Clause 1.9	Acknowledgement of Tender Document	Please confirm if this is international tender OR limited tender, to whom this is issued.	This is an International Competitive Bidding(ICB)
3	Page 8 Clause 2.2	Consortium Bidder’s Bid – MOU for Consortium/ Technical Collaborator	Does Sun Group has any specific format for MOUs or bidder needs to prepare one, considering tender requirements	Company doesn’t have any specific format. Bidder to prepare considering tender documents

4	Page 19 Clause 3.2.1	For Hiring of ASD Tugs, Barge and Crew Boat for Gulf of Khambhat	Please confirm if the Mob and Demob fees are payable for each field seasons.	Bidder can quote Mob/Demob charges for each season. However, please note that this is an international competitive bidding (ICB) process, and any price increase may affect your overall ranking
5	Page 30 Clause 3.15	INVOICING AND PAYMENT	Please confirm the modality of payment for the mobilization fee. This will help bidder to assess the cash flow and will allow to quote accordingly.	This will be discussed with successful bidder. However, Bidder can propose his own Payment terms.
6	Page 45 Group B.1	After the positioning of Rig, 1 x 80 Ton Bollard Pull tug shall be demobilised.	<ol style="list-style-type: none"> 1. Please confirm approx. duration of this activity 2. Selection procedure for this AHTS 3. Required PBG, if vessel is being considered for this activity 	<ol style="list-style-type: none"> 1. Company envisages maximum 15 days for this activity, however only after final positioning and Jacking up of the rig at location the AHTS shall be released. 2. As per the BEC criteria mentioned in the Tender. 3. PBG would be 10% of Annual Contract Value.
7	Page 5 Clause 11	Tender Closing Date & Time	Bidder proposes that at least 10 days time shall be given from the date of issuance of response to pre bid queries	The last date of Tender has been extended till 20 th August, 2024.
8		Public Procurement Policy for Micro and Small Enterprises	Are there any benefits available for the MSME-registered organization?	No, There are no such benefits to any bidder.
9		EMD	<p>We are a joint Venture company in which Silica Infotech Pvt Ltd is a parent company of Samundar Manthan Offshore India Pvt Ltd holding 51% of shares of Samundar Manthan</p> <p>Please confirm we can submit the EMD in the form of BG from our parent company silica Infotech Pvt Ltd.</p>	EMD shall be only on the name of Primary Vendor/Contractor.
10		Group A and Group B	Can we quote the boat/vessels on STA(subject to availability) basis if so the availability of the Vessel will be asked before the price bid Opening?	Yes, offers can be made on subject to availability basis and firm availability shall be asked before commercial bid opening.
11		Group-A Marine spread for Gulf of Khambhat	Please confirm the exact no. of ASD tugs required under Group A line item no. 1 as is has mentioned 03/04 nos. tugs	Company requires 3nos shallow water Tugs of 40mt Bollard pull each, as per the specifications mentioned in the Tender.

		03/04 Nos Tugs ASD or equivalent, minimum 40 Ton Bollard pull with maximum draft 3 m, Mooring line 220 m, for towing of cylindrical barge from Rohini Yard, Mhasala to location in Gulf of Khambhat and standby duty during construction period.	Also please confirm how many boat we can suggest/identify/offer for the 1 Qty. either or on a basis.	Yes, Bidder can offer multiple vessels complying to Tender specifications under each category
12		Group-B Marine spread for Gulf of Kutch 3 Nos AHTS, DP-2, FIFI-1, Minimum 80 Ton each for towing of Drilling Jackup rig from Mumbai harbour to Gulf of Kutch and for final positioning of Rig at the required location. After the positioning of Rig, 1 x 80 Ton Bollard Pull tug shall be demobilised.	It has mentioned that 1 AHTS is required for final positioning of Rig After the positioning of Rig, 1 x 80 Ton Bollard Pull tug shall be demobilised. Please confirm that we have to quote the price for 3 years with an option of extension upto 2 years for that 1 AHTS which will be demolished after the positioning of RIG and what will be the timeline for that AHTS.	Bidder to note that 2nos 80 mt Bollard pull vessels are required for a period of 3 years, Bidder can quote accordingly. For the 3rd AHTS, Company envisages maximum 15 days for this activity, however only after final positioning and jacking up of the rig at location the AHTS shall be released.
15		Submission of Bid. The "Original Technical & Un-Priced Commercial Bid" along with one more "Copy of Technical & Un-Priced commercial Bid" with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting "cut out slip as per ANNEXURE-5". The same procedure shall be adopted for submission of the "Original Priced Commercial Priced Bid" and "Copy of Priced Commercial Bid" in separate envelope (ENVELOPE-II) by pasting "cut out slip as per ANNEXURE-6". Each Bidder will submit two soft copies of complete signed and stamped "Technical & Un-Priced Commercial bid in the Flash Drive, in PDF format along with "Technical &	Do we have to submit two soft copies of complete signed and stamped "Technical & Un-Priced Commercial bid in a single Flash Drive or we have to submit 2 Flash drive for copies. Do we have to submit the Original Priced Commercial Bid in Flash drive or not.	Bidder shall send Soft copies of stamped & signed "Technical & Un-Priced Commercial bid" in a single flash drive along with Soft Copy in Mail Marked to siddarth.subramanian@sunpetro.com ; With a copy to Dheeraj.Paroch@sunpetro.com ; Bidder has no such requirement for Original Priced Bid. It has to be submitted in a sealed hard copy (or) soft copy that is to be marked and sent strictly only to siddarth.subramanian@sunpetro.com ; With a copy to Dheeraj.Paroch@sunpetro.com ;

		Un-Priced Commercial Bid” in the sealed cover i.e. ENVELOPE-I. Also Bid Security / Bid Bond should be submitted in the ENVELOPE-I with “Original Technical & Un-priced commercial Bid		
16		UNDER CONSTRUCTION BOAT/VESSEL	Do we required to submit any certificate/recommendation letter from IACS member for the offered under-construction boat/vessel	For vessels under construction, Bidder to submit letter from Yard with completion status of the Vessel endorsed by class and commitment letter confirming the Delivery of the Vessel as per mobilization schedule of the Company as per Tender.
17		Public Procurement Policy for Micro and Small Enterprises	Are there any benefits available for the MSME-registered organization?	Given the Present Tender is very critical, there are no relaxations for any organization
18		EMD	In a joint Venture company in which is a parent company of secondary company holding 51% of shares of secondary company. Please confirm we can submit the EMD in the form of BG from our parent company	EMD shall be only on the name of Primary Bidder.
19			Please confirm that for international bidder, it can submit via online and not necessarily to submit hard copies.	We confirm that international bidders are permitted to submit their bids online. Submission of hard copies is not mandatory.
20		Clause 2.15	Clause 2.15, we request that the performance bond be reduced to 5% of the annual contract value.	The performance bond requirement is set to ensure project security and compliance. Given the contract is for a longer period and our operations completely depend on it, we emphasize on the same. However, you can take an exception in your bid for the same. We will carefully consider these exceptions, bearing in mind that any deviations from the standard terms may impact the final scoring of your bid due to the additional risking assumed by the company
21		Bid Bond/EMD	We request that the bid bond requirement be waived as this is only common amongst National Oil Companies. Most private or	The bid bond is a critical component of our procurement process to ensure commitment and serious participation. This is mandatory requirement for participating in the Tender.

			independent oil companies do not request the same in the current market.	
22		Clause 3.2	Clause 3.2 Duration of Contract for the Gulf Of Khambhat could you please confirm that the vessels would be on hire for years 2 and 3 from the 1st of October to the 30th of May of the following year.	We confirm that the vessels will be on hire from October 1st to May 30th of the following year for the duration of the contract in years 2 and 3.
23			Please confirm that the bidder is allowed to propose a standby rate for the remaining duration from June – September.	We agree to retaining the vessels on contract at a standby charter rate during the monsoon period (June to September). Please provide a separate standby charge for this. As you suggested, during this period, the vessels can be anchored in safe waters at a suitable nearby port, maintained with a minimal crew to ensure readiness for immediate deployment once the fair-weather season resumes. However, please note that this is an international competitive bidding (ICB) process, and any price increase may affect your overall ranking. The STDBY rates shall be included in price evaluation
24		Section 3 Based on 3.4	Section 3 Based on 3.4 Inspection of Vessel, we have to mobilize our vessel to India for Inspection by TPI max 60 days since the date of Letter of Acceptance. we seek confirmation that all pre-hire inspections will be conducted in Batam before the vessel departs to India to mitigate the risk of the vessel not being on-hired upon arrival in India. This would also allow us to close out any punch list or stop items in our home port to enable soonest delivery to Sun Petro.	We understand the logistical challenges involved. Pre-hire inspections can indeed be conducted in Batam to ensure all requirements are met before the vessel departs for India, thereby mitigating any risks

25		Section 3 Based on 3.16.1	Section 3 Based on 3.16.1 We request Charterers to cover Customs Duty as this is not a cost which is recoverable by the Owners and is only required for this specific Contract as per the Local Law, hence would not be a cost commonly added to the Charter rate.	We recognize the concern regarding customs duty. However, as per local regulations, these duties are typically the responsibility of the vessel owner. We advise factoring this into your overall cost structure.
26			Prior to re-delivery, could you please confirm that the charterer will be responsible for tank cleaning before the vessel is redelivered to owner as per the norm internationally and in the BIMCO contracts.	The charterer will adhere to standard industry practices, including tank cleaning, before re-delivery of the vessel to the owner, in line with BIMCO contracts.
27		Section 3 Clause 3.6.1	Based on Section 3 Clause 3.6.1 Point E: Regarding the termination for non-performance or non-satisfactory performance, we request that this is defined more clearly as to what constitutes non-performance, and advise a clearly defined methodology as to how this would be implemented. At the moment, the wording is too vague and is not clear.	We appreciate your need for clarity. Non-performance will be defined as failure to meet the contractual obligations as per agreed terms, including safety standards, operational efficiency, performing Scope of work and timely delivery of services. However, a detailed methodology/procedure can be included post discussion with successful bidder.
28		Section 3 Clause 3.15.6	Based on Section 3 Clause 3.15.6 It stated that no payment shall be made either for standby rate etc. We seek clarification in the event, VESSEL machinery / EQUIPMENT has a partial breakdown/unavailable onboard, but vessel can still continue to work in a safe manner, will there be a discretionary policy from the company to lower the rate as Breakdown Rate?	In case of any breakdown which prevents the vessel from performing its scope of work safely at offshore and requires the vessel to sail back to shore for repairs then no Hire shall be payable in respect of any time lost. Fuel being utilised by the vessel during such period shall be in Bidder's account.
29		Clause 3.5.5 C	Refer to 3.5.5 c – Since the contract durations proposed is for 3 years firm with an additional 2 years of options, most vessels would have a	Vessels requiring statutory dry docking during the contract period can still be bid for this tender. However, bidders must include a detailed dry docking schedule

			statutory dry docking due during the Contract period. Please confirm that the vessels can be bid for this tender and will not be disqualified.	and ensure minimal disruption to operations. Bidder to offer substitute vessel of similar or superior specifications until the original vessel is back from Dry Dock.
30		Clause 3.6.1 D	Refer to clause 3.6.1 D – Termination for convenience. We strongly disagree and request this to be deleted. This clause implies that this is a non-committed period contract and will lead to very heavy commercial loading by all bidders to account for any potential cancellation for convenience and related uncertainties. Alternatively, we suggest that a termination fee equivalent to 1 year of Charter hire be payable if the contract is terminated at Charterers' convenience.	While termination for convenience is a standard clause to allow operational flexibility, we understand your concerns. You can take an exception in the cases, where you feel such modification would be necessary for you . We will carefully consider these exceptions, bearing in mind that any deviations from the standard terms may impact the final scoring of your bid due to the additional risk being assumed by the company.
31		Clause 3.6.1 C, D & E:	Refer 3.6.1 C, D & E: We request that any termination, whether for Force Majeure, Convenience, or Non-Performance, have an Advance Notice Period of a minimum of 45 days to be informed to the contractor	These will be discussed with successful Bidder. However, Bidder may take an exception. We will carefully consider these exceptions, bearing in mind that any deviations from the standard terms may impact the final scoring of your bid due to the additional risk being assumed by the company
32		Clause 3.10.1	Refer to clause 3.10.1 – We request to reduce the LD to be 0.5% per week of annual contract value per vessel. We also note that the LD cap is a maximum of 10% of the total estimated contract value which is not acceptable; this is not a norm in the industry and we can accept 10% of the annualized contract value per vessel.	We acknowledge your feedback regarding liquidated damages (LD). The LD rate and cap are intended to ensure performance; however, we will review your request and consider adjustments to align with industry norms. You can please add them as an exception in your bid document.
33		Clause C.1.1	Clause C.1.1. Age of the vessel: We request Sun Petro that the age norm is relaxed to 20 years at the end of the firm period. There are	For Gulf of Kutch we can consider vessels built after 1 st Jan 2005 shall be considered and for Gulf of Khambhat

			very few vessels currently available in the market which meet the current age norm in the tender.	vessels built after 1 st January 2008 shall be considered for Technical evaluation.
34			We request that Sun Petro delete the Charterers' General Right to Terminate as this is too vague and overlaps with the Termination for Convenience which is already in place.	Your concern is noted. The Charterers' General Right to Terminate is intended to cover unforeseen circumstances. However, bidder can take an exception if he feels this is necessary. We will carefully consider these exceptions, bearing in mind that any deviations from the standard terms may impact the final scoring of your bid due to the additional risk being assumed by the company
35		Page 55 C.1.2, point 7	Page 55 C.1.2, point 7 Hull Type: We request Charterers to accept aluminum hull crew boats as the majority of crew boats globally are aluminum hull and this would vastly decrease the number of units available to bid. Steel hull crew boats would not achieve the same speeds and would lead to higher fuel consumption for the Charterers. Owners have a number of crew boats to offer, but would not be able to provide any options should aluminum hull not be considered	Bidder can also offer Aluminum hull vessels.
36		Page 56 C.1.2	Page 56 C.1.2, point 28 Anchors: Crew boats in general are not designed to have 2 anchors, and this cannot be carried out as a modification retrospectively. We request Charterers to accept 1 anchor.	Noted, Company shall accept One anchor

37		Page 55 C.1.2	Page 55 C.1.2, point 15 Summer Draft: Please explain why there's a minimum draft limit. Usually, there is only a maximum draft limit to prevent the vessels from running aground.	In view of the challenging weather conditions in Khambhat a vessel with deeper draft results in vessels with higher Tonnage thus achieving maximum stability and maneuverability for the vessel while working at offshore
38		Page 56 C.1.2	Page 56 C.1.2, point 30 Landing Platform: Please confirm the dimension for the landing platform (Length x Width X Height).	Detailed dimensions for the landing platform in Attached Pdf below Platform Dimension.pdf
38		Extension of Last Date of Tender		Sunpetro, hereby through this Bulletin#1 extend the Tender till 20 th August 2024

All other terms and conditions of the tender remain unchanged.

Regards,

Sun Petrochemicals Pvt. Ltd.